**University of Alabama at Birmingham**

**WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

I, **[STUDENT NAME]**, am a student enrolled at the University of Alabama at Birmingham (“UAB”). I understand and hereby acknowledge that I have voluntarily elected to participate in the civic engagement opportunity at **[NAME OF EVENT]** (the “Activity”). I understand and agree that the Activity involves certain risks which include, but are not limited to, the following:

1. Traveling to and from the Activity (transportation is not provided by UAB).
2. Manual labor, including lifting, reaching, stretching, and moving objects – individuals should be aware of their own physical limitations.
3. Inclement weather that can impact safety (rain, cold, wind, heat).
4. Injuries due to the use of equipment of an outside organization or the condition of the outside organization’s facilities or operations.
5. Working with other volunteers or individuals from organizations outside of UAB.

Knowing this information and the risks related to this Activity, in consideration of my participation in the Activity, I **expressly** and **knowingly** agree as follows:

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with UAB policies and procedures, including those listed in the UAB Student Code of Conduct. I further agree to abide by all rules and requirements of the Activity. I acknowledge that UAB has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of UAB or other participants, my conduct violates any rule of the Activity, or for any other reason in UAB’s discretion.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Activity, including the dangers, hazards, and risks inherent in the Activity, including but not limited to transportation to and from campus via private vehicle, participation in the manual labor, physical exertion, weather conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and in any activities I undertake as an adjunct to the Activity. I understand that as a participant in the Activity I could sustain serious personal injuries, property damage, or even death as a consequence of not only UAB’s actions or inactions, but also the actions, inactions, negligence or fault of others or myself, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, property damage, disability or death that I may sustain by any means is my responsibility.

**RELEASE AND WAIVER OF LIABILITY:** **THIS IS A RELEASE OF LIABILITY.** To the extent authorized by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, successors and assigns, hereby agree to release, forever discharge and waive the Board of Trustees of the University of Alabama at Birmingham, its trustees, officers, directors, employees, faculty, students, volunteers, agents, suppliers, vendors, independent contractors, sponsors of the Activity and representatives (collectively, referred to as the “**University**”) from any and all claims, demands, damages, losses, liabilities, costs and expenses (including reasonable attorney’s fees), causes of action, suits, whether in law or in equity or however caused, including without limitation, any damage to or loss of personal property, any personal injury and/or death, which I may have or may acquire as a result of my or my dog’s presence and participation in the Activity, including, without limitation, damage, loss, injury and/or death regardless of who causes the injury or loss sustained and regardless of whether based on fault or negligence or not. I further agree that the University is not in any way responsible for any injury or damage that I sustain as a result of my own acts.

**ASSUMPTION OF RISK:** Participant understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation, activities potentially related to the Activity like the following: travel risks such as accidents, crashes, and risks from autos operated by UA as well as autos operated by other individuals or entities, poorly maintained roads, sidewalks, as well as criminal acts that can result in serious injury or death; premises risks, including those that may be owned by others and risks from water; injury risks from falls, collisions, boxing related activity, or accidents (such as concussions, cuts, soreness, bruises, torn muscles, sprains, broken bones, etc.); outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, heat stroke, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others involved in the Activity (such as transmitted illnesses or others’ actions); health risks, such as concussion(s), other head injuries, lacerations, respiratory events, neck/spinal injuries, heart attacks, sudden illness, and other risks inherent in any strenuous activities, including, but not limited to, the injury risks identified herein; equipment risks, including failure, misuse, inherent risks, and risks from UA or non-UA equipment; and other risks and hazards beyond the control of UA or others, including criminal activity. Participant acknowledges that they have had an opportunity to investigate the Activity before executing this form and, knowing and understanding all risks associated with the Activity, Participant nevertheless **VOLUNTARILY AGREES TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the Activity. Participant also agrees to take all reasonable steps to avoid any risks, injury, or death.

**INDEMNITY:** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless the University from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorneys’ fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Activity.

**HEALTH CARE AND EMERGENCIES:** Participant understands that UAB does not accept responsibility or liability for providing health care services or health care insurance for those participating in the Activity. It is Participant’s responsibility to consult with a medical professional prior to the Activity. Participant warrants their physical fitness to participate in the Activity. Participant authorizes UAB to obtain any necessary medical treatment for Participant during the Activity. Participant agrees to be responsible for payment of any fees and charges that may be imposed by any doctor or hospital facility in the provision of medical care to Participant. Participant also agrees to indemnify and hold UAB harmless from any claim that may be made by a doctor of medical facility of said fees and charges incurred in the provision of medical care to Participant.

**CONTROLLING LAW:** This Agreement shall be governed and construed in accordance with the laws of the State of Alabama, and any dispute arising from or relating to this Agreement shall be brought to the Alabama State Board of Adjustment.

**ACKNOWLEDGEMENT:** **I, as Participant, affirm that i am over 19 years of age and acknowledge that I have read, CONSIDERED, and understand this entire document AND ITS EFFECT ON MY RIGHTS. relying wholly upon my own judgment, belief, and knowledge about the risks associated with the ACTIVITY, which include significant injury or death, AND THE EFFECT OF THIS DOCUMENT, I voluntarily agree to execute this document and participate in the ACTIVITY. I acknowledge that no oral representations, statements, or inducements have been made to me separate and apart from the terms of this document. I voluntarily sign this agreement of my own free will fully intending to legally bind myself, my heirs, successors, and assigns to its terms.**

An electronic signature satisfies the signature requirements pursuant to Alabama law, therefore by checking the box on GivePulse I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.