



INFORMED CONSENT, RELEASE, WAIVER, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

EVENT INFORMATION

**2008 Auburn University Marching Honor Band
September 6, 2008
Campus of Auburn University**

PARTICIPANT INFORMATION

Name: _____ Date of Birth: _____ Grade: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ Gender: M _____ F _____
Parent/Guardian Name: _____ Relation to Participant: _____

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN BEFORE ANY CHILD IS ALLOWED TO PARTICIPATE IN THE 2008 AUBURN UNIVERSITY MARCHING HONOR BAND.

I, the undersigned parent/guardian, wish for my child to participate in the 2008 Auburn University Marching Honor Band, (hereafter "Event") on the date(s) indicated above and, in consideration for his/her participation, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my child's participation in this Event there are dangers, hazards and inherent risks to which my child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. The dangers, hazards and risks may arise from his/her own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I also acknowledge and understand that there may be other dangers, hazards or risks not presently known or reasonably foreseeable. Participation in the Event includes travel to and from the Event. I am aware that the Event involves activities inherent with participation in a marching band. **These activities involve strenuous exertion of strength using various muscle groups, quick athletic movements with speed and change of direction, and sustained physical activity which places stress on the cardiovascular system. Risks to my child from each of these activities include: minor injuries such as scratches, bruises and sprains/strains; major injuries such as bone fractures, joint or back injuries, eye injuries, concussions and heart attacks; and catastrophic injuries such as paralysis or death. Therefore I, on behalf of my child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the Event.**

I, on behalf of my child, hereby release Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents (hereafter "Auburn") from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury or loss that my child may suffer while training, preparing, participating and/or traveling to or from the Event. This agreement is binding on my heirs and assigns.

I, on behalf of my child, furthermore release, indemnify and hold harmless Auburn from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my child may suffer, for which my child may be liable to any other person, or that may or does arise out of my child's participation in the Event.

In the event of an accident or serious illness, I hereby authorize representatives of Auburn to obtain medical treatment for my child on my behalf. I hereby hold harmless and agree to indemnify Auburn from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries that may occur during to my child during his/her participation in the Event.

This RELEASE contains the entire agreement between the parties and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assigns.

SIGNATURE IS REQUIRED: (A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19)

Signature of Parent or Guardian

Signature of Parent or Guardian

Date

Date