

Northern Illinois University College of Law
Race NIjUdicata: 5K Run/Walk
April 13, 2019

Assumption of Risks and Liability Release Agreement

The Northern Illinois University College of Law (hereafter, "NIU" or "University") is coordinating a 5K run/walk (hereafter, "Program"). The terms of this Assumption of Risks and Liability Release Agreement (hereafter, "Agreement") are required as a condition of participation in the Program. This Agreement shall be construed in accordance with and governed by the applicable law of the State of Illinois.

ASSUMPTION OF RISK: As a Participant in this Program, the undersigned Participant expects to take part in physical activity which may create foreseeable or inherent risks of injury to his/her person and/or personal property. The specific risks vary from one activity to another, but can range from (1) minor injuries such as scratches, bruises, sprains, and embarrassment, to (2) major injuries such as joint or back injuries, broken bones, heart attacks, head injuries, and psychological trauma, to (3) devastating injuries including paralysis and death. Participants acknowledge the University is an element of Illinois State government and it undertakes no direct legal or financial responsibility for Participant's personal safety or well-being when participating in activities during the course of the Program. Participant agrees to assume those risks in this Program that may cause him/her respective bodily injury or loss and personal property damage or loss that may arise during and/or as a result of the Participant's participation in this Program.

Special Medical Insurance and Consent Note: Participants must arrange their own personal medical care insurance as NIU does not provide commercial medical expense coverage, except through the terms and conditions of the student health insurance program. Participants also understand and agree that University or Program staff may need to respond to accidents and potential emergency situations. By their respective signature below, Participants hereby give their consent for any medical treatment that may be required during their participation with the understanding that the cost of any such treatment will be their respective responsibility.

RELEASE OF LIABILITY: In consideration of NIU's accepting Participant into the Program, Participant, his/her heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, to the fullest extent allowed by law, do hereby release and discharge Northern Illinois University, its Board of Trustees, its College of Law, any NIU department, or administrative unit and their respective officers, employees, and agents, as well as the City of DeKalb and its representatives, officers, employees, and agents, from any and all claims and causes of action for Participant's bodily injury or loss and personal property damage or loss that may arise during and/or as a result of Participant's participation in the Program conducted by or under the control of a unit of Northern Illinois University, in the absence of NIU's gross negligence.

Participant acknowledges that she/he has read this Assumption of Risks and Liability Release Agreement and that she/he understands its meaning and effect. Terms of Agreement accepted by or on behalf of:

Printed Name of Participant

Date

Signature of Participant

Date

Signature of Parent or Guardian (If Participant is under 18)

Date