



## Procurement, Contract & Risk Management

Klamath Falls:  
541.885.1133 (office)  
541.885.1115 (fax)  
3201 Campus Drive  
Snell Hall 205  
Klamath Falls, OR 97601

Wilsonville:  
503.821.1266 (office)  
503.218.1126 (fax)  
27500 SW Parkway Avenue  
Wilsonville, OR 97070

### INFORMATION REGARDING THE ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY FORM

Waivers are written agreements that say the sponsor of an activity will not be liable for harm suffered by participants. Although waivers are primarily legal tools, they also serve an educational purpose by making people more aware of potential risks associated with any given activity.

Campus departments should use the **ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY Form** ("Waiver Form") whenever they supervise an event that includes any of the following:

- Physical activity
- Travel to an off-campus site
- Minors

A new Waiver Form must be completed every twelve (12) months for on-going activities, when participating in a different activity, or when the activity changes.

The Waiver Form must be used in the exact format provided. It cannot be reduced to fine print or re-worded. Appropriate information should be inserted in the blanks before the participant signs.

Anyone who refuses to sign the Waiver Form prior to the activity may not participate in the activity. Nor may the individual alter or delete any language in the Waiver Form.

The Waiver Form cannot be signed by minors. Activity participants under eighteen (18) must have their Waiver Form signed by a parent or legal guardian.

Oregon Tech employees acting in the course and scope of employment do not need to sign the Waiver Form. However, if such employees are participating in a non-work activity, they do need to sign a Waiver Form. Spouses, children, or friends joining employees on field trips do need to sign a Waiver Form.

Oregon Tech students doing course work do not need to sign a Waiver Form for activities required by the class. However, if such students are participating in a non-course-related activity, they do need to sign a Waiver Form.

#### IMPORTANT NOTES TO CAMPUS DEPARTMENT:

- *Prior to requesting execution of the Waiver Form by a participant, please consult with the Office of Risk Management on the nature/description of the proposed activity so that the Office may be aware of any potential dangers associated with the activity and take appropriate precautions. E-Mail: [RiskManagement@oit.edu](mailto:RiskManagement@oit.edu)*
- *To the extent that photos, videos, or other recordings of a participant may be utilized in connection with the proposed activity, please consult with the Office of Risk Management. E-Mail: [RiskManagement@oit.edu](mailto:RiskManagement@oit.edu)*

If you have any additional questions or concerns associated with the Waiver Form, please contact the Office of Risk Management at [RiskManagement@oit.edu](mailto:RiskManagement@oit.edu).



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### ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

PLEASE PRINT – Please return completed form to the Office of Risk Management at [RiskManagement@oit.edu](mailto:RiskManagement@oit.edu).

Group:				Date(s):
Activity:				
Participant:	Name:			Age:
	Street Address:			
	City:	State:	Zip:	
	Home Phone:	Work Phone:	Cell Phone:	
	E-mail Address:			

*Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both sides of this page. Sign and return this form to the Office of Risk Management. If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.*

I, the undersigned participant (hereafter referred to as "PARTICIPANT"), am aware that participation in the Activity identified above (hereafter referred to as "ACTIVITY") may include activities that may cause injury and be dangerous. I acknowledge that participation in this ACTIVITY has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury, up to and including death, may occur: **NOTE: PLEASE BRIEFLY CONSULT WITH THE OFFICE OF RISK MANAGEMENT ON THE NATURE/DESCRIPTION OF ACTIVITY PRIOR TO EXECUTION OF THIS FORM. E-Mail: [RiskManagement@oit.edu](mailto:RiskManagement@oit.edu)**

With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and I assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury to others and to myself. I agree to comply with all of the rules and conditions of participating in the ACTIVITY, including the use of personal protective equipment. I agree that I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY and otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY. I will indemnify and hold the Oregon Institute of Technology and its trustees, officers, directors, employees, and agents (hereafter referred to as "UNIVERSITY") harmless with respect to any and all claims, injuries, and costs associated with my participation in this ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of the safety of other participants and in accordance with UNIVERSITY Rules and Regulations (*including the Oregon Tech Student Code of Conduct, when applicable*) and with any state and city laws or rules where the ACTIVITY is occurring. If this ACTIVITY is an off-campus UNIVERSITY sponsored event, such as field trips, conferences, research, experiential learning, extension of classroom learning, etc., I understand that conduct not acceptable in the classroom setting is not acceptable during this ACTIVITY and will be handled in accordance with the Oregon Tech Student Code of Conduct. In addition, I understand that if I travel to the ACTIVITY with a UNIVERSITY group and/or advisor, I will return with the group unless prior approval has been granted by the UNIVERSITY faculty/staff, who is supervising the ACTIVITY.

I recognize and acknowledge that UNIVERSITY may record my participation and appearance in ACTIVITY on any recorded medium (including, but not limited to video, audio, and photos) for use in any form (including, but not limited to print, websites, blogs, and internet). I authorize such recording and release UNIVERSITY to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or part without restrictions or limitations for any educational or promotional purpose. *\*For minor participants, parent/guardian may opt out of this on the reverse side of the form.*

I am aware that if I provide a vehicle not owned and operated by the UNIVERSITY for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the UNIVERSITY is not responsible for any damage or injuries caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless if occurring before, during, or after the period of the ACTIVITY.

To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby agree to indemnify, defend, release, and discharge UNIVERSITY and hold them harmless from and against any and all liability, claims, causes of actions,



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damages, or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the UNIVERSITY or otherwise.

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives, and assigns. I further agree to save and hold harmless, indemnify, and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage or loss that I may sustain as a result of participation in the ACTIVITY.

I further understand and agree that this Acknowledgement of Risk and Waiver of Liability Agreement is intended to be **as broad and inclusive as permitted by law**. If any portion hereof is held invalid, it is agreed that the remaining terms shall, notwithstanding, continue in full force and legal effect.

### MEDICAL INFORMATION

I hereby certify that, with or without accommodation\*, I have no health-related reasons or problems that preclude or restrict my participation in the ACTIVITY. I hereby consent to and understand myself to be solely responsible for the cost of first aid, medical care, including without limitation emergency medical care and emergency medical transportation, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any activity associated with the ACTIVITY.

### NAME OF CONTACT PERSON IN CASE OF EMERGENCY:

Name: \_\_\_\_\_ Complete Address: \_\_\_\_\_  
Telephone: (home) \_\_\_\_\_ (cell) \_\_\_\_\_

\*If you have a disability requiring an accommodation please contact Oregon Tech Disability Services at least one week (7 days) before the date of the ACTIVITY.

### SIGNATURES

By signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent that: (a) I have read this document in its entirety, understand it, and sign it voluntarily; and (b) this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

DATE \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

\*Participants who are not 18 years of age or older must sign above and also must obtain the signature of a parent or legal guardian below\*

I certify that I am the parent or legal guardian of the above-named PARTICIPANT (referred to in this paragraph as "PARTICIPANT/MY DEPENDENT") in the ACTIVITY. By signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent, on behalf of myself and my spouse, partner, co-guardian, or any other person who claims PARTICIPANT/MY DEPENDENT as a dependent, that (a) I have read this document in its entirety, understand it, and sign it voluntarily; and (b) this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital. I acknowledge that PARTICIPANT/MY DEPENDENT and I have agreed to the terms and conditions of PARTICIPANT/MY DEPENDENT's participation in the ACTIVITY, and I hereby give my consent to participation by PARTICIPANT/MY DEPENDENT in the ACTIVITY, and to receive medical treatment determined to be necessary. **It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives, and assigns.** I further agree to hold harmless, indemnify, and defend the UNIVERSITY from and against all claims, demands or suits that PARTICIPANT/MY DEPENDENT has or may have, including without limitation those brought by my spouse, a co-guardian, or any other person who claims PARTICIPANT/MY DEPENDENT as a dependent.

DATE \_\_\_\_\_ PARENT/GUARDIAN SIGNATURE \_\_\_\_\_

**MEDIA OPT OUT:** As the Parent/Guardian for the Participant named on the front of this form, I choose to exclude my minor child from participation that may be captured on any recorded medium (including, but not limited to video, audio, and photos) for use in any form (including, but not limited to print, websites, blogs, and internet).

DATE \_\_\_\_\_ PARENT/GUARDIAN SIGNATURE \_\_\_\_\_

Acknowledgement of Risk and Waiver of Liability (Rev 9/2016)

PLEASE REVIEW BOTH SIDES.