

**ASSUMPTION OF RISK, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE**  
**(2019 Fall Freshman Retreat)**  
**(If Student Is Under 19 Years Old This Document Must Be Signed by Parent or Legal Guardian)**

THIS ASSUMPTION OF RISK, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE (this "Release") is made as of June 1, 2019 by or on behalf of the student identified below ("Student") in favor of and for the benefit of Samford University ("Samford"), an Alabama nonprofit corporation.

**RECITALS**

Student is or will be a fulltime student at Samford who desires to participate in the Field Event described herein that is being organized by the Samford Office of Spiritual Life. If Student is under 19 years of age, the consent of Student's parent or legal guardian is required to participate in the off-campus event identified below (the "Field Event"). The undersigned parent or guardian (the "Parent") represents and warrants that he/she has the legal capacity and authority to sign this Release and deliver it to Samford on behalf of Student. The Student and Parent (if applicable), whether one or both, are referred to together as the "Undersigned."

In consideration of Samford offering Student the opportunity to participate in the Field Event and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Undersigned represent, warrant and agree as follows:

1. **Risks and Risk Management.** The Undersigned recognize and acknowledge that any travel in a motor vehicle on public or private streets or highways, as well as hiking, walking, driving or otherwise traversing the land area in which the Field Event shall be conducted, whether private or public, necessarily involve risks of bodily injury, death and property damage. The Undersigned further recognize and acknowledge that Student must comply with all instructions provided by the event leaders and maintain good personal conduct throughout the Field Event.

2. **Assumption of Risk.** The Undersigned, knowingly, voluntarily and willingly assume all risks involved in riding in a vehicle in to, from or otherwise in connection with the Field Event and all other risks that may arise during the Field Event, irrespective of whether such risk is reasonably foreseeable as of the date of this Release. Samford will provide group roundtrip transportation. If the Student does not utilize the Samford-provided transportation, Student shall be solely responsible the scheduling and safety of all such travel arrangements.

3. **Release and Waiver.** The Undersigned shall and do hereby release Samford and its trustees, officers, employees, attorneys and agents (collectively, the "Samford Interests") from all claims by or on behalf of Student against any of the Samford Interests relating to or arising from travel in a vehicle in connection with the Field Event or otherwise in the course of or in connection with the Field Event. This Release includes all claims for injuries, accidents, sickness or damages of any nature whatsoever sustained by Student or any person making any claim on behalf of Student. This Release shall be construed as broadly as possible, and shall include any and all claims for negligence (including gross negligence) or intentional acts by any one or more of the Samford Interests relating to or arising from travel or participation in connection with the Field Event.

4. **Covenant Not to Sue.** The Undersigned promise not to initiate a lawsuit or to bring any other claim against Samford arising out of or in any way related to the Field Event.

5. **Understanding.** The Undersigned acknowledge, understand and agree that this Release is a legal document and that the Undersigned have the right to seek the advice of legal counsel regarding this Release and the terms thereof. Student is participating in the Field Event and the Undersigned are signing this Release as a deliberate and informed act of his, her or their own free will and accord, without reliance upon any representation, warrant or agreement of any kind or character by Samford or any authorized representative of Samford not expressly set forth herein.

6. **Entire Agreement.** This Release contains the entire agreement, waiver and release by or on behalf of the Undersigned in favor of Samford and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter hereof. No oral understandings,

statements, promises or inducements contrary to the terms of this Release exist and this Release cannot be changed, altered or terminated except in a writing signed by the Undersigned that expressly provides that it changes, alters or terminates this Release.

7. **Governing Law.** This Release shall be governed by, construed and enforced in accordance with, and subject to, the internal substantive laws of the State of Alabama.

8. **Severability.** If any provision of this Release shall be declared void for illegality by a court of law with jurisdiction over the subject matter of this Agreement, the other provisions not declared as void for illegality shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Undersigned have signed and delivered this Release voluntarily on and as of the date first above written.

\_\_\_\_\_  
Type or Print Student's Name

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Parent or Guardian Signature (If Student is not 19 years of age)\*

Student Samford ID No.: \_\_\_\_\_

**Field Event Information**

Event: 2019 Freshman Retreat

Event Dates:

Event Location:

Lodging Location:

Field Event Description:

Event Leader:

\*If signing this Release in the capacity of legal guardian of Student, rather than as parent, please attach a true and complete copy of the court order or decree establishing the guardianship.