

Assumption of Risk and Release from Liability (“Agreement”)

The Student Involvement & Leadership Center at Indiana University Bloomington, on behalf of The Trustees of Indiana University (“IU”), is facilitating participation in activities being offered for the Late Nite Cream & Crimson Carnival, to be held on the IU Bloomington campus (at the Fine Arts Plaza around Showalter Fountain) on April 5, 2024 (“Event”).

I, _____, wish to participate in the Event. In consideration of the services to be rendered in organizing the Event and in consideration of my participation in the Event, I hereby agree to the following:

1. I understand activities for the Event may include, but are not limited to, the following: physical activities (e.g., running, jumping, climbing); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); consumption of food and/or beverage; and the following additional activities: making use of attractions (e.g., a zip line, an axe throwing trailer, a gyroscope, slides, and a Ferris wheel); eating food from food trucks; and playing games (e.g., skee ball, basketball, games created by IU students).
2. I understand that certain risks are inherent in participation in the Event. These risks may include, but are not limited to, such things as incidents related to the above mentioned activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items; damage to clothing or personal items; other physical, mental, and emotional injury; fire or other emergencies; other risks and dangers, whether known or unknown nor reasonably foreseeable; and the following additional risks: exposure to sharp objects; exposure to illness; risks associated with equipment use or misuse; equipment failure or malfunction; food poisoning; choking; insect bites; dehydration; physical exertion; exercise-induced health issues; environmental hazards; falling, tripping, or slipping; whiplash; other bodily injury associated with carnival rides; and interaction with other participants, staff, or volunteers.
3. I understand that any owners, employees, officers or agents of any attraction, enterprise or vendor of which I take part or participate during the Event, the other participants of the Event (whether associated with my group or not), and other third parties (collectively, “Third Parties”), are not the agents or employees of IU and that dangers may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that IU is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.
4. **I understand that my participation in this Event is entirely voluntary and at my own risk. I fully understand the scope of the activities and the potential risks involved in the Event. I agree to assume the risks of my participation in the Event, including the risk of catastrophic injury or death.**
5. I understand and agree that IU does not provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that IU strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to this Event.
6. I fully understand that all IU policies and regulations, including those embodied in the Code of Student Rights, Responsibilities and Conduct, are in effect and apply to my behavior for the entire duration of the Event. I understand that any violations of these policies and regulations may result in sanctions up to and including, in appropriate circumstances, referral to the Indiana University Police Department and/or the Office of Student Conduct for disciplinary action.

7. **I hereby release and fully discharge The Trustees of Indiana University, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in the Event to the fullest extent permitted by law.**
8. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Event that purports to establish the venue for any litigation arising from this Event, I agree that I will file no action against IU or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Event, in any court other than the Circuit Court of Monroe County, Indiana.
9. I authorize IU, acting through its agents, employees, or representatives, to take photograph, video, and/or audio recordings of me, including my name, image, likeness, performance, and/or voice (“Recordings”). I also grant IU an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. I agree that the Recordings may be used by IU, including its assigns and transferees, for any purpose, including but not limited to, marketing, advertising, publicity, or other promotional purposes. I agree that IU will have final editorial authority over the use of the Recordings, and I waive any right to inspect or approve of any future use of the Recordings. I acknowledge that I am not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. I release and fully discharge IU, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to my participation in the Recordings or IU’s future use of the Recordings.
10. **I have read this entire Agreement, I fully understand it, and I agree to be bound by it.** I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has also signed the Agreement.

Participant Name (Print):

Participant Signature:

Date:

If Participant is under 18 years old, his/her parent or guardian must sign below.

Parent/Guardian Name (Print):

Parent/Guardian Signature:

Date: