

Michigan Technological University
Triangle Fraternity: Michigan Tech Chapter
Alpha Gamma Delta Fraternity Zeta Epsilon Chapter
Pi-Mile

PLEASE READ THE FOLLOWING CAREFULLY

LIABILITY RELEASE, INDEMNITY AND PROMISE NOT TO SUE:

I, the undersigned below, in consideration of my participation, or the participation of my child or ward, (hereinafter “the participation of my person”) in the above referenced event, and any related activities (“Event”), wherever the Event may occur, acknowledge that I am aware that the participation of my person in the Event may result in risks, which among other things, include but are not limited to scrapes, bruises, twisted ankles and various injuries to the body, including death and heat and stress related issues, and I freely assume on my own behalf, or the behalf of my child or ward, all risks incidental to such participation. In consideration of the participation of my person in the Event and in my own behalf, or on the behalf of my child or ward, and on behalf of my heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs and expenses of any nature arising out of, related to, or in any way connected with the participation of my person in the Event and/or any such related and associated activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages (including punitive damages), costs and expenses including by way of example, but not limited to, all attorneys’ fees, costs of court, and the costs and expenses of other professionals and disbursements up through and including any appeal. I understand that this Release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including, without limitation, death), property damage, and loss by theft or otherwise, whether suffered by me, or my child or ward, either before, during or after such participation. I declare that I, or my child or ward, am/is physically fit, and have the skill level required to participate in the Event and/or any such related and associated activities. I further authorize medical treatment for myself, or my child or ward, at my cost, if the need arises.

RELEASED PARTIES:

For the purposes hereof, the “Released Parties” are: Michigan Technological University, its Trustees, officers, employees, agents, including Michigan Technological University Public

Safety and Police Services; the City of Houghton and all related entities including, but not limited to, the Houghton Police Department, and the Houghton Fire Department; The Michigan Tech Chapter of Triangle Fraternity, including the President of the Michigan Tech Chapter of Triangle Fraternity, the Officers of the Michigan Tech Chapter of Triangle Fraternity, the individual members of the Michigan Tech Chapter of Triangle Fraternity, the alumni of the Michigan Tech Chapter of Triangle Fraternity; The Triangle Fraternity national organization ("the Fraternity"), including the Fraternity Staff, the National Council of the Fraternity, and the Officers of the Fraternity; the Triangle Education Foundation ("the Foundation"), including the Foundation Board, the employees of the Foundation, the Officers of the Foundation, and the Foundation trustees; the Triangle Building and Housing Corporation ("the Housing Corporation"), including the employees of the Housing Corporation, the Officers of the Housing Corporation, and the Housing Corporation trustees; Alpha Gamma Delta Fraternity including, but not limited to, Alpha Gamma Delta Fraternity Zeta Epsilon Chapter, the individual members of Alpha Gamma Delta Fraternity Zeta Epsilon Chapter, the Alpha Gamma Delta National Organization, the Alpha Gamma Delta Foundation; and any subsidiaries, parents, or related agents of the aforementioned Released Parties.

AUTHORIZATION AND RELEASE TO USE LIKENESS:

I further grant the Released Parties the right to photograph and/or videotape myself, or my child and ward, and further to display, use and/or otherwise publish my name, face, likeness, voice, and appearance, or that of my child or ward, forever and throughout the world, in all media, whether now known or hereafter devised (including, without limitation, in online web casts, television, newspapers, and magazines) and in all forms including, without limitation, digitized images, for the purpose of publication of Event results and standings, without compensation, reservation or limitation.

CHOICE OF LAW:

This Waiver, Release, Promise not to Sue, Authorization and Release to Use Likeness Form shall be governed by the laws of the State of Michigan, without regard to conflict of laws, and any legal action related to or arising out of this Form shall be commenced exclusively in the 12th Judicial Circuit Court in and for Houghton County, Michigan (or if the 12th Judicial Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in Houghton County, Michigan having subject matter jurisdiction).

I certify I am eighteen (18) years of age or older, and the information set forth above is true and

complete.

SEVERABILITY:

If any provision of this Form shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Form and shall not affect the validity and enforceability of any remaining provisions.

DIGITAL DISTRIBUTION:

I understand that any consent to this document through digital distribution, including but not limited to: web pages, electronic mail, Google Forms, or any related service, shall be considered in no way inferior to a physical copy of this document.

I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS (i) LIABILITY RELEASE, INDEMNITY, AND PROMISE NOT TO SUE, (ii) AUTHORIZATION AND RELEASE TO USE LIKENESS, AND (iii) CHOICE OF LAW

Full Name of Participant (Print):

Full Name of Parent or Legal Guardian (if the Participant is under 18):

Signature of Participant (or Parent/Legal Guardian):

_____ Date: _____