

This waiver, release, covenant not to sue, indemnity, and assumption of risk agreement (“**Agreement**”) is entered into in favor of InterVarsity Christian Fellowship/USA and its current and former directors, officers, employees, volunteers, insurers, subsidiaries, affiliates and agents (collectively “InterVarsity”). In consideration for being accepted and allowed to participate in Urbana 25 and any and all activities associated with its program and location (collectively, the “**Event**”), I freely and voluntarily agree as follows:

**1. General Assumption of Risk and Release:** I am qualified to participate in the Event and personally assume responsibility for my actions. It is solely my responsibility to determine which aspects of the Event are in keeping with my level of health, both physically and mentally, and to choose my level of participation accordingly. I agree that I am responsible for following all rules communicated to me during the Event and will use safety equipment as applicable. I agree that my participation is a privilege, not a right, and InterVarsity reserves the right to dismiss me from the Event at my expense with no refund, to remove my account and activity from all Event systems, and/or to refuse to allow my participation in future activities. I acknowledge that it is solely my responsibility to act within the limits of my ability, to heed all warnings and instructions regarding participation in the Event, to maintain control of my person, equipment and devices, and to refrain from acting in any manner that may cause or contribute to death or injury to myself or others or damage to property. I understand that non-medical use of alcohol and other drugs is prohibited on InterVarsity premises and at InterVarsity activities. I will alert an Event supervisor if I become aware of any condition that would be unsafe or hazardous and will cease participation.

I understand that all events/activities involve risk of injury. *To the maximum extent possible*, I understand, assume, and accept the risks and hazards involved in participating in the Event. This includes risks that may not be known to me or reasonably foreseeable at this time. I unconditionally and fully release, hold harmless, defend, indemnify, and discharge (collectively, “**Release**”) InterVarsity from and against any and all direct and indirect losses, expenses, liabilities, claims, suits, proceedings, demands, judgments, assessments, actions, costs, fees, and damages of whatever kind or nature, either in law or in equity, arising from or related to my involvement in or presence at the Event, including loss, illness, disease, injury or damage to myself or my property (collectively “**Claims**”), regardless of whether such Claims are caused in whole or in part by the active or passive negligence of InterVarsity or otherwise and regardless of whether such Claims have accrued or are hereafter acquired. Additionally, I covenant not to commence a lawsuit or administrative complaint or any sort of proceeding whatsoever against InterVarsity at any time in the future based on any right or claim that I may have or hereafter acquire with respect to Claims.

**2. Photograph, Recording, & Video Release:** I grant InterVarsity permission to take photographic images and video and/or sound recordings of me in connection with the Event (collectively, “**Images/Recordings**”). I also grant InterVarsity all right, title, and interest to make, use, publish, display, reproduce, distribute, alter, edit, make derivative works of and from, vend, sell, and/or otherwise make available such Images/Recordings, which may include, but is not limited to, posting such Images/Recordings on the internet. I acknowledge and agree that I do not and will not have any claim to any residuals, royalties or other compensation for any uses of such Images/Recordings, including any derivative works thereof.

**3. Medical Release:** I understand and agree that InterVarsity does not assume any responsibility for or obligation to provide medical, health, or disability insurance, and I waive any claim to such coverage against InterVarsity. I give permission to InterVarsity to obtain medical assistance in the event of an emergency. This permission will include transportation, the administration of medicines, surgical treatment, X-ray examination or hospitalization as might be ordered by a licensed medical doctor. I release and discharge InterVarsity from any and all liability for any first aid rendered, treatment performed, or transportation provided or arranged pursuant to this Agreement. Further, I agree that, if I am an adult in my state (see below) and am mentally competent to do so at the time, I will make decisions regarding my health care based on the best information available to me and will not hold InterVarsity responsible for my decisions. If I am not mentally competent to make these decisions, I authorize InterVarsity to make these decisions on my behalf, and I release InterVarsity from any liability arising from or related to medical decisions made in good faith on my behalf. I understand that it is my responsibility to evaluate my physical and mental health and determine whether I am sufficiently healthy to participate in the Event.

**4. Minors:** Minors may only participate in activities with InterVarsity with consent from their parent or guardian. For purposes hereof, the term “**Minor**” refers to any person under the age of 18 (19 in Alabama [18 if married], 19 in Nebraska, 21 in Mississippi). I attest that I am either (i) a non-Minor who will be participating in the Event, or (ii) participating in the Event with consent from my parent or guardian. If I am the parent or guardian of a Minor who will be participating in the Event, I consent to the Minor’s participation in the Event and agree to the terms of this Agreement. This Agreement is binding upon me as to the Minor and his/her estate, heirs, personal representatives and assigns. I also promise to defend, indemnify, and hold harmless InterVarsity from any claim asserted by the Minor against InterVarsity if the Minor should repudiate this Agreement before or after obtaining adulthood. I take full responsibility for the Minor and his/her knowledge of all forms, requirements, and safety issues.

**5. Conference Pass Transferability:** I understand that any conference pass purchased is non-refundable, but is transferable to other individuals, to be coordinated at my discretion.

**6. Governing Law; Scope:** I agree that this Agreement is intended to be as inclusive as the laws of Wisconsin permit. This Agreement shall be governed by the laws of the State of Wisconsin and the United States without reference to conflict of laws. The releases set forth herein are intended to include all claims made by my family, estate, heirs, personal representatives and/or assigns. I agree that if a clause or provision of this Agreement is found by a court or arbitrator to be invalid, that finding shall not invalidate any other clause or provision of this Agreement, which shall continue to be enforceable.

**7. Alternative Dispute Resolution:** Any claim or dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the rules of a mutually agreed upon alternative dispute resolution service and such proceeding shall take place in Madison, Wisconsin. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. I agree that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive my right to file a lawsuit in any civil court against InterVarsity for such disputes, except to enforce an arbitration decision.

**8. Hotel Audit:** I agree that InterVarsity may share my personal data with contracted hotels solely for the purpose of conducting an audit comparison between Urbana 25 registration and hotel guest lists. The hotel will use the personal data solely for purposes of conducting the comparison and will promptly destroy the data after the comparison is complete.