

**OAKLAND UNIVERSITY
RUN FOR AUTISM
RELEASE AND ASSUMPTION OF RISK**

For: _____ (“Participant”)
Program: Run for Autism (“Program”)
Program Date: May 16, 2010

The Program will consist of a 10k run/race and a 5k run/walk.

In consideration of being permitted to participate in, be otherwise involved in, and/or observe all or any part of the Program, including without limitation the use of facilities, equipment, grounds and/or personnel, Participant understands, acknowledges, agrees, represents and warrants that:

(1) Voluntary Participation. Participation in and observation of all or any portion of the Program is voluntary and Participant may refuse to observe or participate at any time.

(2) Assumption of Risk. Participant acknowledges that the Program is an athletic event and carries with it the potential for temporary and/or permanent bodily injury, property damage, death, and other dangers. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, conditions of other participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, lack of hydration, nutrition, and/or hyponatremia. These risks are not only inherent to the Program, but are also present for volunteers. Participant voluntarily and freely assumes all risks of participating and/or volunteering in the Program.

(3) Health and Safety and Use of Participant’s image. Participant certifies that he/she is physically fit, has sufficiently trained for participation in the Program, has not been advised otherwise by a qualified medical professional, and that there are no health-related reasons or problems that preclude or restrict Participant from participating in the Program. If Participant is injured during the Program, Participant will report the injury to a Program representative and a representative of Oakland University, and any medical care needed as a result of such injury will be at Participant’s expense.

Oakland University and its trustees, officers, employees, students, volunteers, agents, representatives and designees (collectively, the “Oakland University”), Program sponsors, Program permittees, Program directors, and Program volunteers are not obligated to attend to any of Participant’s medical or medication needs during the Program, and Participant assumes all risk and responsibility therefore. Oakland University may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding Participant’s health, safety and security. Participant hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness during the Program.

Participant agrees that he/she may be photographed during the Program or during related activities and agrees to allow any such photo, video or film likeness to be used for any legitimate purpose by Oakland University, event holders, producers, sponsors, organizers and/or assigns. Participant agrees that his/her name and/or finishing time(s) may appear in any materials, including without limitation, articles, marketing materials, and websites created or maintained by Oakland University, event holders, producers, sponsors, organizers and/or assigns.

(4) Personal Responsibility. Participant is personally responsible for any loss, injury or damage caused or suffered by Participant during the Program. Oakland University does not guarantee Participant’s safety or security during the Program. Participant agrees to abide by all rules, regulations, and policies of any organization, entity, person, or facility providing services to Participant during participation in the Program and Participant shall be solely responsible for any damages resulting from their failure to do so.

Participant is responsible for his or her own medical and other insurance, equipment, supplies, personal property, and effects during the Program. Participant will be responsible for asking questions to ensure safety and security during the Program, and will observe all rules, practices, procedures and requests which may be imposed to minimize the risk of injury while participating in the Program.

Participant will reduce the risk of injury by limiting participation to reflect his/her personal fitness or comfort level, and not ingesting or using any substance during the activity which could pose a hazard to Participant or others.

(5) Waiver and Release. Participant, individually and on behalf of Participant’s family, heirs, estate, successors, assigns and personal and legal representative (s), fully, finally, irrevocably, unconditionally and forever **WAIVES, RELEASES, and DISCHARGES** Oakland University, its trustees, officers, employees, agents, and servants, individually and in their official and personal capacities, Program sponsors, Program permittees, Program directors, and Program volunteers (collectively, the “Released Parties”), of and from any and all **CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, COSTS, CHARGES, JUDGMENTS, LIABILITIES AND RIGHTS OF EVERY KIND, NATURE AND DESCRIPTION INCLUDING WITHOUT LIMITATION, CLAIMS THAT COULD BE MADE OR ALLEGED FOR ANY HARM, INJURY, DEATH, DAMAGE, COSTS, FEES AND EXPENSES OF ANY NATURE ACTUALLY OR ALLEGEDLY ARISING OUT OF OR RELATING IN ANY WAY TO THE PARTICIPANT’S TRAVEL TO, FROM OR DURING THE PROGRAM, OR PARTICIPATION IN AND/OR OBSERVATION OF THE PROGRAM, WHETHER CAUSED BY NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES OR ANY OTHER CAUSE.**

(6) Indemnity. Participant will **INDEMNIFY, DEFEND and HOLD HARMLESS** the Released Parties from any and all **CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, LOSSES, COSTS, CHARGES, JUDGMENTS, LIABILITIES AND RIGHTS OF EVERY KIND, NATURE AND DESCRIPTION INCLUDING WITHOUT LIMITATION, CLAIMS THAT COULD BE MADE OR ALLEGED FOR ANY HARM, INJURY, DEATH, DAMAGE, COSTS, FEES AND EXPENSES OF ANY NATURE ACTUALLY OR ALLEGEDLY ARISING OUT OF OR RELATING IN ANY WAY TO PARTICIPANT’S ACTIVITIES, ACTS AND/OR OMISSIONS DURING THE PROGRAM OR RELATED ACTIVITIES, INCLUDING WITHOUT LIMITATION PERIODS OF TRAVEL.**

(7) Signature. Participant has carefully read and understands completely the above provisions and voluntarily signs this Release and Assumption of Risk agreement. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made to obtain Participant’s signature. This Release and Assumption of Risk agreement will be governed by the laws of the State of Michigan which will be the venue for any lawsuits filed under or incident to this agreement or to the Program. If any portion of this agreement is held invalid, such portion will be considered severed from the agreement and the remainder of the agreement will continue in full force and effect. This release shall be construed broadly to provide a release and waiver of any claims by Participant to the maximum extent permissible by Michigan law.

Participant’s Signature: _____ **Date:** _____

I hereby warrant and represent that I am the parent or legal guardian of the Participant who is under the age of 18, and I am hereby providing permission for him/her to participate in the Program, and agree to be responsible for his/her behavior during the Program. I have full authority to execute this Release and Assumption of Risk agreement which I have read, approved and agree to in its entirety on behalf of myself and for the Participant.

Parent/Guardian Signature: _____ **Date:** _____