

# 2021 WCU Sponsored Activities & Events

## COVENANT NOT TO SUE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of being allowed to participate in WCU MAPS Summer Programs, sponsored activities, trips, and/or events (which may include but is not limited to, class field trips, service learning projects, intramural programs, cookouts, hiking, biking, bowling or other recreational activities) (collectively, the “Programs”), I hereby enter into this covenant not to sue (the “Agreement”), and agree to release, hold harmless, and forever discharge the State of North Carolina, the Board of Governors of the University of North Carolina, the Board of Trustees of Western Carolina University, its auxiliary organizations, and the officers, directors, employees and agents of all of them, (collectively referred to as the “Releasees,”) from all legal and/or administrative liability relating to my participation in the Programs.

Knowing, understanding, and fully appreciating all possible risks, I hereby expressly, voluntarily, and willingly assume all risks and dangers associated with my participation in the Programs. I further acknowledge that my participation in the Programs is contingent upon accepting this Agreement.

I also agree to fully indemnify the Releasees in any event where the Releasees’ liability is associated with my participation in the Programs.

I have read this waiver and release and understand the terms used herein and their legal significance. This waiver and release is freely and voluntarily given with understanding that right to legal recourse in a court of law or administrative agency against the Releasees is knowingly waived in return for allowing my participation in the Programs.

My signature on this Agreement is intended to bind not only myself but also my successors, heirs, representatives, administrators and assigns. Further, I agree that if any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. Finally, the language in this Agreement shall be construed neutrally, and without regard to the party who drafted the Agreement.<sup>1</sup>

Student Full Name (print): \_\_\_\_\_

Student’s Cell Phone: \_\_\_\_\_

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent (or Legal Guardian) Name (print), if student is under 18: \_\_\_\_\_

Parent (or Legal Guardian) Signature, if student is under 18: \_\_\_\_\_ Date \_\_\_\_\_

**Emergency Contact Information: (Please list a contact in case of emergency)**

Contact’s Name (print): \_\_\_\_\_ Relationship to Student: \_\_\_\_\_

Contact’s Phone (please identify cell, work, etc.): \_\_\_\_\_

**Authorization for Medical Treatment (Parent or Legal Guardian must sign, if student is under 18):**

In the event of injury or illness, I give permission for my son/daughter (circle one) to receive medical attention.

Parent (or Guardian) Name (print), if student is under 18: \_\_\_\_\_

Parent (or Guardian) Signature, if student is under 18: \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> Please complete and return to: Scan and Email to [maps@wcu.edu](mailto:maps@wcu.edu); or Fax to 828.227.7078, or mail to Mentoring and Persistence to Success (MAPS), 205 Killian Annex – Western Carolina University – Cullowhee, NC 28723