

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT FOR THE ROAD TRIP TO DRAKE

I am a **prospective student** looking at Drake University and have decided to participate in the **Road Trip to Drake** from February 16 through February 17, 2020. My participation is wholly voluntary. In consideration of Drake University’s agreement to permit me to participate in the **Road Trip to Drake**, I agree as follows:

1. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge Drake University and its employees, agents, officers, trustees, governors and representatives from any and all liability whatsoever (including all liability arising directly or indirectly from the negligence of Drake University or its employees, agents, officers, trustees, governors or representatives) for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys fees, which arise out of, result from, occur during or are in any way connected, directly or indirectly, with my participation in the **Road Trip to Drake**, or any travel incident thereto.

2. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Drake University and its employees, agents, officers, trustees, governors and representatives from any and all liability (including all liability arising directly or indirectly from the negligence of Drake University or its employees, agents, officers, trustees, governors or representatives), loss, damage or expense, including attorneys fees, which arise out of, occur during or are in any way connected, directly or indirectly, with my participation in the **Road Trip to Drake**, or any travel incident thereto.

3. I promise that I will be covered throughout the **Road Trip to Drake**, and any travel incident thereto, by my own and/or my parents’ health insurance. I understand that it is my responsibility to obtain and pay for health insurance. In the event of my injury, I authorize the Drake University representative to secure whatever treatment is deemed necessary by an attending physician. I agree to reimburse Drake University for any medical costs advanced on my behalf. The persons driving the vehicles to and from the **Road Trip to Drake** have shown evidence of a valid driver’s license or if driving personal vehicles, have shown evidence of liability insurance and a valid driver's license.

4. I hereby grant Drake University permission to interview me and/or to use my likeness in photograph(s)/video in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by Drake University, in perpetuity, and for other use by the University. I will make no monetary or other claim against Drake University for the use of the interview and/or the photograph(s)/video.

5. To ensure that your visit is the best it can be, I agree to adhere and comply that I will remain with your host or hostess at all times, including residence halls or anywhere else, while participating in the overnight visit, I will not attend any off campus parties or social functions, nor will I consume any alcohol or illegal substances in any circumstance while visiting campus and I will comply with all Drake University policies and Iowa State Laws during my stay.

6. In signing this document, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have and that I have signed it knowingly and voluntarily.

Permission, Medical Authorization, and Release Statement

If the Prospective Student Visitor is a minor and under the age of 18:

I, the undersigned parent or guardian, do hereby grant my permission for my child to visit Drake University for participation in the Drake University Overnight Visit program. In the event of an injury or illness during this visit, medical care may be sought for my child; as the urgency or emergency warrants. I understand that the university will attempt to contact me regarding the child’s condition, however medical care will not be delayed if I cannot be reached. I hereby release Drake University and their agents, employees, and representatives from any and all claims and liability arising in any way out of its exercise of the authority. I understand and agree that all bills for the medical care and treatment will be forwarded to my insurance company or me, and that it will be my responsibility to see that such bills are paid.

I hereby release Drake University from all actions, damages, claims or demands which I, my heirs, executors, and administrators, or assigns many have against Drake University, its successors, or assigns for all injuries caused by, related to, or arising out of my child’s voluntary participation in the Drake University Overnight Visit program

Allergies and/or Dietary Restrictions and/or Health Problems/Concerns:

Signature of Prospective Visitor: _____ Date _____

Signature of Parent/Guardian _____ Date _____

Parent/Guardian Name (Please Print) _____