

Instructions:

Save your completed, signed waiver with the following naming convention:

University – Last Name First Name – 2023

Ex. ASCE University – Smith John – 2023

Upload your completed waiver to your Student Symposium liability waivers folder in Cerberus.

Cerberus link to upload completed waivers has been provided in the mailer 2 emailer sent on 2/7/23.

If the waiver isn't received, you may be ineligible to compete as a team member in your competition.

2023 ASCE Student Symposium Waiver of Liability

A signed copy of this waiver is required for each competition participant or attendee.

In consideration of my participation in one or more student competitions at a 2023 ASCE Student Symposium (the "Competition(s)"), to the fullest extent permitted by law: I, _____ hereby release the American Society of Civil Engineers, the American Institute of Steel Construction, the host university(ies), and their respective employees, officers, affiliates, agents or representatives (hereafter, "Released Parties"), from, and waive any and all claims which I may have against them at any time with respect to, liability arising from property damage or personal injury, including without limitation permanent disability, paralysis, or loss of life, which I may suffer or incur in participating in or traveling to or from the Competition(s).

I am fully aware of the risks inherent in my participation in and preparation for the Competition(s), which may include but are not limited to injuries or loss caused by physical activity; use of tools, equipment, or machinery; hazardous weather, land, water, environmental, or structural conditions; actions of myself or other participants; slips, falls, collisions, or any other accident; or any other risk or danger. I acknowledge my voluntary participation in the Competition(s) with full knowledge and acceptance of the risks involved, and I assume complete responsibility for my safety and well-being.

In connection with my participation in the Competition(s), I will comply with all Covid-related safety protocols and requirements imposed by my university, the host university, and all applicable government authorities and agree to follow best practices including but not limited to restricting the size of gatherings, social distancing, and use of masks. I acknowledge, however, that an inherent risk of exposure to Covid-19 exists anywhere other people are present, and even precautionary measures such as masking and social distancing cannot eliminate this risk. I assume all such risk arising from my travel to and/or participation in the Competition(s).

Further, I agree that the Released Parties may use for publicity, advertising or promotional purposes, my name and any photographs, videotapes, films, recordings, and other images of me participating in the Competition(s), without compensation, obligation, or liability to me.

The foregoing release, waiver and agreement, shall be binding upon me, and my heirs, executors, personal representatives and assigns.

Acknowledgement of Responsibility:

- I consent to medical treatment in the event of injury, accident and/or illness during the event, but I understand that the Released Parties undertake no obligation to do so and I hereby waive, release, and covenant not to sue Released Parties from any and all losses relating to deciding to seek, or not seek, medical treatment. I understand and agree that I will accept responsibility for any medical bills, including co-payments and deductibles.

- **I understand and agree that by signing this agreement I am releasing to the maximum extent permitted by law any right to make any claim, now or in the future, for damages or any other relief against a Released Party even if the claim arises from an injury or damage caused, or alleged to have been caused, by the negligence of such Release Party.**
- In the event that while participating in this activity I cause harm to another person or another person's property, I accept sole responsibility for my actions.

_____ **I have read and understood this Waiver and Release of Liability and agree to its terms.**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. BY SIGNING THIS AGREEMENT I SIGNIFY THAT I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, A PROMISE NOT TO SUE, AND A CONTRACT BETWEEN ME AND THE RELEASED PARTIES. I SIGN THIS FREELY AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: _____ Date: _____

University Name: _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

Signature of Parent required for participants under the age of 18.

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I understand the legal consequences of signing this document, including (a) releasing the Released Parties from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in the Competition. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made by me.

Signature of Minor Participant's Parent/Guardian: _____ Date: _____