

AMERICAN INDIAN HOUSING INITIATIVE: ALUMNI PARTICIPATION AGREEMENT
Penn State University

In consideration of the opportunity to participate in one or more of the Penn State building projects and other related activities, I hereby agree on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate to release and discharge Penn State University, its officers, board members, agents, and employees, other volunteers, sponsors and all other persons acting on behalf of Penn State University Group (collectively, "Penn State University"), as follows:

1. I acknowledge all building projects and related activities and travel entail known and inherent risks, as well as unknown and unanticipated risks which could result in serious physical or emotional injury, paralysis or death, and loss or damage to property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

These risks include but are not limited to: 1) extreme temperatures and weather conditions; 2) illnesses and diseases, infection, dehydration, allergic reactions and other health hazards, including animal, insect and snake bites; 3) improper first aid, emergency treatment or other rescue services, and the unavailability of life saving services or adequate medical attention; 4) my own physical or mental condition and my own acts or omissions; 5) the consumption of tainted or spoiled food or drink, including exposure to polluted or contaminated water; 6) acts of hostility, theft or other crime; 7) my own failure or that of other participants to act in a prudent manner or follow equipment safety instructions; 9) inadequate repair or maintenance of equipment; 10) apparent and latent equipment, tool and construction defects; 11) automobile breakdown or accident; and 12) error or negligence.
2. My participation in any activities related to Penn State University is voluntary. I expressly agree and promise to accept and assume all of the risks associated with my participation, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Penn State University from any and all claims, demands, or causes of action which are in any way connected with my participation, including any such claims which allege negligent acts or omissions of Penn State University.
4. If Penn State University incurs attorney's fees or costs to enforce this Agreement, I will indemnify and hold them harmless for all such fees and costs. I agree that substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction will be applied in any legal action involving the interpretation, validity and/or enforceability of this Agreement, and that any legal action resulting from my participation in this activity will be brought only in King County, Washington. If any portion of this Agreement is deemed invalid or unenforceable, all other portions of this Agreement will remain in full force and effect.
5. I certify that I have adequate insurance or financial means to cover any injury or damage I might suffer or cause. If I fail to have such insurance, I must bear the costs of any injury or damage myself.
6. I certify that I have consulted with my doctor and that I have no medical or physical conditions which could interfere with my safety. Before joining any building project, I will disclose in writing any medical or physical condition which requires special attention or medication. I assume and will bear the costs of all risks that may arise as a result of my physical condition, and I am responsible for my own medical needs.
7. I acknowledge that I would not be allowed to participate without this Agreement.
8. I certify that I: (a) am aware of the physical demands of participation; (b) have a valid driver's license and adequate automobile insurance (if I drive a vehicle in connection with a building project); (c) have not been convicted of a felony of any kind; (d) will not use any illegal drugs; and (e) will not bring any illegal drugs to a building project.

By signing this Agreement, I acknowledge that if I am injured or if any property is damaged or lost during my participation, I may be found by a court of law to have waived my right to maintain a lawsuit against Penn State on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant

Print Name

Signature of Parent/Guardian

Print Name

Participant's Age: _____ or [] (Check if over 18 years old)

Address

(_____) _____

Phone Number

Date