**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND**

**INDEMNITY FOR CEGCON 2020 / SATURDAY FEBRUARY 29TH 2020**

This is a legally binding Assumption of Risk, Release and Waiver of Liability, and Indemnity (“Agreement”) executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Participant’s name), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Participant’s address), to Ferris State University, a constitutional body corporate of the State of Michigan, Big Rapids, Michigan 49307 (“University”) and Computer Enthusiasts Group (“CEG”). CEG is a group within the Information Technology Services Department that hosts local-area network (“LAN”) activities at the University.

I, the undersigned, am 18 years of age and otherwise fully competent to execute this Agreement, desire to participate in the CEGCON LAN Party (Saturday February 29th 2020) ("Activity"). I acknowledge participation in the Activity is elective and voluntary. I understand my participation in the Activity presents certain dangers, hazards, and risks. I fully understand and appreciate the dangers, hazards, and risks inherent of participating in the Activity including, but not limited to, stolen hardware, hardware damage, hardware damage due to electrical failures, software damage, physical injury, property damage. (“dangers and risks”).

I attest I am aware of the dangers and risks that may be directly or inherently involved in my participation in the Activity, I voluntarily assume all responsibility and risk arising from or incidental to my participation in the Activity, including all dangers and risks of accidents, illness, property and/or hardware damage, software damage, injury, and other dangers and risks to myself or my property.

I, individually and on behalf of my heirs, successors, assigns, and personal representatives, hereby release, waive, indemnify, hold harmless, and covenant not to sue the University, its trustees, employees, agents, officers, and representatives and CEG, its agents, officers, representatives, and volunteers (“Releasees”), from and against any and all liability, including attorneys’ fees, arising out of any rights I may have for damages, losses, or injuries I may sustain to my person, property, hardware, or software connected to my participation in the Activity or arising out of any rights any person or entity may have for damages, losses, or injuries caused by me in connection my participation in the Activity, except if such damage, loss, or injury is directly caused by the gross negligence or willful wanton misconduct of the Releasees.

I agree that Michigan law governs this Agreement. Should any clause in this document conflict with Michigan law, only that clause will be void and the rest of this document shall stay in full force and effect.

**CAUTION: READ BEFORE SIGNING**

**I HAVE READ THIS ENTIRE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY FOR THE CEGCON LAN PARTY. I FULLY UNDERSTAND THE AGREEMENT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING.**

PARTICIPANT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name)

Emergency

Contact Relationship

(Please print): to Participant: Telephone:

Revised 2/27/2020