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

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

**FOR MINOR PARTICIPATION**

This is a legally binding Assumption of Risk, Release and Waiver of Liability, and Indemnity (“Agreement”) executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Parent/Guardian of minor), whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Parent/Guardian 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 am the parent or legal guardian of a minor who desires to participate in the CEGCON LAN Party (Saturday February 29th 2020) ("Activity"). I acknowledge the minor’s participation in this Activity is elective and voluntary. In consideration of the minor’s participation in the Activity, I understand and agree as follows:

I understand that the minor’s participation in the Activity presents certain dangers, hazards, and inherent 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 the minor’s participation in the Activity, I voluntarily assume all responsibility and risk arising from or incidental to the minor’s 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 the minor participant or their 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 the minor participant may sustain to their person, property, hardware, or software connected to their participation in the Activity or arising out of any rights any person or entity may have for damages, losses, or injuries caused by the minor in connection with their 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.**

MINOR PARTICIPANT NAME Date of Birth (mm/dd/yyyy)

Print

PARENT/GUARDIAN NAME

 Date:

Print

Signature

Revised 2/27/2020