NORTHERN ILLINOIS UNIVERSITY STUDENT TRAVEL AND ACTIVITY

PERSONAL ASSUMPTION OF RISKS AND LIABILITY RELEASE AGREEMENT

Participant's Name:	Program Or Activity: Huskie Marching Band
Term: Academic Year 2009 – 2010	Parent or Guardian:

NIU competition participations, performance trips, field trips, conducted tours and various non-conducted student activities (sometimes organized by private individuals and external entities) are often an aspect in Northern Illinois University multi-faceted programs. Opportunities for travel and participation in student activities are plentiful and Northern Illinois University does not wish to discourage participants from taking reasonable advantage of them. The terms of this Assumption of Risks and Liability Release Agreement ("Agreement") are nonetheless required as a condition of participation in the travel and/or activity Program. This Agreement shall be construed in accordance with and governed by the applicable laws of the State of Illinois.

The University's trip conductor will endeavor to exercise reasonable care to assist Participants as circumstances permit. No travel outside of the scope of the University Program is permissible without the permission of the trip conductor. It is required that Participants, who have permission to leave their Program area, report their travel plans in writing to the trip conductor before departure. This is so Participants can be reached in case of an emergency. It is understood and agreed that should the Participant voluntarily elect or insist to remain at the location of the Program or elsewhere after or before participation in the Program, NIU will cease to act as a sponsor for the Participant. Should the Participant drop out of the Program, NIU will cease to act as sponsor for the Participant thereafter.

While the Program staff may assist Participants in making travel arrangements, neither Northern Illinois University, its Board of Trustees, the State of Illinois, their respective officers, employees, or agents, nor any NIU department, administrative unit, cooperating student organization or other educational institution associated with the Program can guarantee or assume any legal or financial responsibility for difficulties or losses associated with travel or the activities related to the Program beyond their immediate control. It is understood and agreed that all Participants are considered adults and are expected to take responsibility for their actions while taking part in the Program. As adults, any activities that a Participant takes part in, whether as part of the Program or separate from the Program, will be considered to have been done upon their personal adequate research about material facts and with their informed approval and understanding of any and all reasonably foreseeable risks that may be involved in the Program. Any Participants actually under 18 and/or considered dependents of their parents or guardians are responsible for giving all background or other relevant information about the Program to their parents or guardians to assure their being informed of relevant facts.

Special Medical Insurance Note: Participants ***must*** arrange their own personal medical care insurance to cover potential risks associated with their participation in the Program. This insurance must cover medical events in the United States as well as internationally if the program occurs partly in another country. NIU does not provide commercial medical expense coverage *except* through the terms and conditions of the student health insurance program.

PERSONAL ASSUMPTION OF RISK: I acknowledge the University is an element of Illinois State government and it undertakes no direct legal or financial responsibility for my personal safety or well being when I am traveling or participating in student activities during the course of University programs whether for academic credit or not. In the absence of gross negligence, I hereby agree to assume those risks in this Program or Activity that may cause me personal property damage or loss, personal medical or hospital costs, personal illness or bodily injury, including pain and suffering, emotional distress, or death, future economic impairment and other consequential losses that may arise during and/or as a result of my participation in this Program or Activity.

RELEASE OF LIABILITY: In the absence of gross negligence, in consideration of NIU's accepting Participant into the Program or Activity, Participant, his/her heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge Northern Illinois University, its Board of Trustees, any NIU department, administrative unit, cooperating student organization or external educational institution and their respective members, officers, employees and agents ("Released Parties") from any and all claims and causes of action for my personal property damage or loss, personal medical or hospital costs, personal illness or bodily injury, including pain and suffering, emotional distress, or death, personal economic impairment, and other consequential losses that may arise during and/or as a result of my participation in the Program or Activity conducted by or under the control of a unit of Northern Illinois University or cooperating student organization or external educational institution in which I may participate under this Personal Assumption of Risks and Liability Release Agreement.

Severability: It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Release of Liability are declared severable.

Construction and Scope of Agreement: The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This document is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Student acknowledges that she/he has read this Personal Assumption of Risk and Liability Release Agreement and that she/he understands its meaning and effect.

Terms Accepted by or on behalf of:

[*PARTICIPANTS 18 YEARS OR OVER AGREE AND SIGN THIS FORM THEMSELVES.*]

_____ _____

Signature of Participating Student Date

[*PARENTS AND PARTICIPANTS UNDER 18 YEARS AGREE AND SIGN THIS FORM.*]

_____ _____

Signature of Parent or Guardian (If Participating Student is under legal age.) Date

_____

Printed Name of Parent or Guardian

_____

Address