XAVIER UNIVERSITY
Assumption of Risk and Release for Construction Tour

I, _____ [name] wish to participate in the Residence Complex Construction Tour [Event] on _____ [date of tour].

In consideration of my voluntary participation in this planned event, I acknowledge and agree that I assume all risks associated with participating in this Event and agree to the terms set out in this Assumption of Risk and Release [the "Agreement"]. Further, I release Xavier University from all claims, including negligence, that may arise from my participation in this Event, whether foreseen or unforeseen, known or unknown, and I assume full responsibility for any injuries, damages, or losses that may arise out of my participation in this Event, up to and including my death.

I acknowledge that this Agreement shall bind me as well as my family members, heirs, executors, administrators, personal representatives, dependents, successors and assigns.

In this Agreement, "Xavier University" means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University, including but not limited to any Xavier University faculty members or employees that were involved in the planning of, making arrangements for or conducting of this Event. This Agreement shall be construed in accordance with the laws of the State of Ohio. Should any portion of this Agreement be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable.

I certify that I have read and understand this Agreement. By signing this Agreement, I assert that I am at least 18 years of age. If I am not yet 18 years of age, I understand that my parent or legal guardian must also sign below before I may participate in this Event.

_____

Participant's Signature Date

Printed Name: _____

Date of Birth: _____

Xavier Banner ID: _____

_____

Parent/Guardian's Signature if under 18 Date