

## 2021 Pre-Health Round Up

Please read the below Waiver of Liability and Model Release Form. If you should have any questions, please contact Ashley Marler via email at <a href="mailto:Ashley.marler@okstate.edu">Ashley.marler@okstate.edu</a>.

## **ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

I am knowingly and voluntarily entering into this Assumption of Risk and Waiver of Liability, as part of my participation in simulations at Oklahoma State University ("OSU) Medicine and I agree to the terms set forth below.

• I understand that my participation in simulation sessions on campus is voluntary. I understand that participation in simulations may involve activities and use of equipment which may involve substantial risk of bodily injury, death and other dangers. I am fully aware of the risks involved and expressly and voluntarily assume such risks.

The purpose and effect of this ASSUMPTION OF RISK AND WAIVER OF LIABILITY is to release and insulate OSU and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and their officers, agents, employees, volunteers, representatives, and assigns from and against any claims, suits, or causes of action for injuries, death, damage, loss or expense incurred by me or caused during my participation in simulations, including, but not limited to, those caused or resulting from negligence or the negligence of any other person, group, or entity, whether intentional or unintentional.

I hereby agree that for the sole consideration of my participation in simulations, I knowingly, voluntarily, and expressly waive any and all claims and release and forever discharge OSU/A&M Board of Regents and their officers, agents, employees, volunteers, representatives and assigns from any and all actions, omissions to act, claims, damages, judgments, demands, rights and causes of action of whatever kind in nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries or damage to property arising out of or related to my voluntarily participation in simulations, including, without limitation, injuries or damages resulting from lack of improper supervision or breach of any statuary or regulatory duty or obligation. I hereby agree that this ASSUMPTION OF RISK AND WAIVE ROF LIABILITY shall be binding upon my heirs, executors, administrators and assignees at law and shall be governed by and interpreted in accordance with the laws of the State of Oklahoma.

I understand and agree that in the event I or any other party contemplated by this ASSUMPTION OF RISK AND WAIVER OF LIABILITY initiates or attempts to initiate a claim or cause of action of any kind whatsoever, I will indemnify and hold harmless OSU and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and their officers, agents, employees, representatives, and assigns from any liability resulting therefrom, including damages, costs, and related fees.

## **MODEL RELEASE**

I hereby give permission to Oklahoma State University and its agents or employees to use photographs taken of me for use in any publication which may include printed or electronic media or both. Furthermore, I give permission to OSU to use my name in conjunction with said photographs. I understand that Oklahoma State University is under no obligation to use these photographs.

I hereby relinquish any right to inspect or approve the completed product or products which may include finished photographs of me, advertising copy or any other printed or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the photograph.

I hereby agree to release, defend, and hold harmless OSU and its agents or employees, including any firm publishing and/or distributing the finished product or products in whole or in part, whether on paper or via electronic media of the photographs, including but not limited to any misuse, distortion, blurring, or alteration, optical illusion or use in composite form, either intentionally or otherwise, that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution.

Print Name of Participant:

Signature if over 18:

Signature of parent or legal guardian if under the age of 18:

If under the age of 18, please have your parent or legal guardian sign and print their below.