## University of Southern Indiana

## General Release and Waiver of Liability by Student Driving/Riding in Personal Vehicles for Sponsored Travel

This General Release and Waiver of Liability by Student Driving/Riding in Personal Vehicles for Sponsored Travel (**Agreement**) is entered into by and between the University of Southern Indiana (**USI**) and (**Student**), or Student's parent with legal custody of Student or the Student's legal guardian, if Student is not 18 years of age on the date this Agreement is signed.

Student is enrolled at USI and is participating in an event that requires domestic travel.

AS DESCRIBED BELOW, Student requests to engage in USI sponsored travel to the event in a private vehicle not owned, leased, maintained, inspected or operated by USI, its employees and agents, ( <b>Private Vehicle</b> ).			
I, request permission from USI to travel in a Private Vehicle to,			
, request permission nome of to traver in a rinvate verifice to,			
from and while attending the following event <u>Eagle Catholic events and Mass &amp; Brunch</u> to be held at			
St. Philip Catholic Church on the following dates: <u>January - April 2024</u>			
Reason for request to drive/ride in personal vehicle: Carpooling			
Anna Schulten January 1, 2024			
Approved By Date			
I understand I will not be granted such permission unless this Agreement is completed, signed, approved			
and dated as described herein.			

IN CONSIDERATION for being permitted by USI to engage in USI sponsored travel to the event in a Private Vehicle, the Student, for himself/herself, his/her spouse, his/her legal representatives, heirs assigns and agents, **HEREBY RELEASES** USI, its trustees (acting in their capacity as trustees and otherwise), officers, employees, volunteers and agents, individually and in their official capacity, (**Released Parties**), from all claims and causes of action, and the damages available for such claims and causes of action, lawsuits, judgments, executions, liabilities, and demands of any kind whatsoever, in law or in equity, including any compensatory, consequential, incidental, or punitive damages, as well as any expenses, attorney's fees or other costs as a result of any event or occurrence including, but not limited to, personal injury, wrongful death, and property damage, arising from Student's travel in a Private Vehicle to, from and while attending the event as well as from activities incidental to both the travel and the event whenever, wherever and however the same may occur.

I further agree to indemnify and hold harmless the University and others listed for any and all claims arising as a result of my travel in a Private Vehicle to, from and while attending the event and participation in the activity or any activities incidental thereto, wherever, whenever, or however the same may occur that are described in the paragraph above.

I understand that this release and waiver is intended to be a broad and inclusive as permitted by the laws of the state of Indiana, and I agree that if any portion is held invalid, the remainder of the release and waiver will continue in full legal force and effect. Each party agrees that this Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Indian (not including the choice of law rules thereof). Each party agrees that any action brought by any party

arising out of or in any way connected with or related to this Agreement, whether federal or state, shall be brought and maintained exclusively within Vanderburgh County, in the State of Indiana, and each party does hereby waive all questions and defenses premised upon personal jurisdiction or venue for purposes of carrying out this provision.

In signing this General Release and Waiver of Liability, the Student also hereby acknowledges and agrees as follows:

- 1. That he or she will carefully read the Agreement and understands that he/she is assuming all liability and agreeing to release USI from any liability arising from travel in a Private Vehicle to, from and while attending the event.
  - 2. That there is inherent risk associated with travel to the event in a Private Vehicle.
- 3. While in a Private Vehicle, accidents and other events may occur causing Student serious injury, death and damage to the vehicle.
- 4. If the Student is the owner of the Private Vehicle, Student agrees to fully assume the risk of all damage to the Private Vehicle, as well as all property damage or bodily injury to Student, passengers and others and agrees to abide by all State and local traffic laws.
  - 5. That Student at all times, while riding in a Private Vehicle is required to wear a seat belt.
- 6. That Student will not consume alcohol or use unlawful drugs or lawful drugs in an unlawful or inappropriate manner while traveling in the Private Vehicle to, from and while attending the event.
- 7. The Student understands and agrees that while participating in the event, he/she remains subject to the University's rules, codes, and policies.

Violation of these conditions will result in the termination of the Student's participation in the event and the forfeiture of all fees and other payments relating to USI sponsored travel to the event.

WHEREFORE, the Student agrees to the terms and conditions set out above.

If the Student is not yet 18 years of age, a parent with legal custody of the Student, or the Student's legal guardian must also complete this Agreement as required below.

Student's Signature	Print Name	Date
Student's USI email address	Student's Phone Number	
If Applicable – Signature of Parent with legal	Print Name	Date
custody of Student or Student's Legal Guardian	Timeramo	Date
and		
Minor Student's name and age		