

WATERMELON BUST FESTIVAL 2023

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant's Name: _____

BALL STATE UNIVERSITY

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in the 50th Annual Watermelon Bust which will take place on or near Ball State University's campus which is located in Muncie, Indiana, on or about Saturday, September 30, 2023, including but not limited to, any and all activities incidental thereto however the same may occur and for whatever period said activity may continue, (will include, but not be limited to, playing various lawn games including tug-of-war, watermelon toss, relay races, slip-and-slide, etc.) herein after referred to as the "Activity", I, for myself, for my heirs, personal representatives or assigns, **do hereby release, waive, forever discharge, covenant not to sue and to hold harmless Alpha Chi Omega Fraternity, Inc., the Gamma Mu chapter of Alpha Chi Omega Fraternity, Inc., Delta Tau Delta Fraternity, the Epsilon Mu chapter of Delta Tau Delta Fraternity and Ball State University** and each of their Boards of Trustees, their officers, their directors, their employees, their agents, their volunteers, their departments, their members and assigns, and any and all other participants in said Activity, and any and all Ball State University students, and any and all Ball State University Alumni, and any and all Ball State University faculty and Staff from any and all claims arising from personal injury, accidents or illnesses (including death), and property loss, regardless of fault, as a result of, but not limited to, my own/my daughter's/my son's/the minor's, of whom I am Guardian, participating in the Activity, traveling to and from the activity or as a result of any act of negligence by any of the above mentioned or described entities or individuals.

Signature of Participant _____

Date: _____

Assumption of Risks:

Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Signature of Participant _____

Date: _____

Indemnification and Hold Harmless:

I also agree to **INDEMNIFY AND HOLD HARMLESS Alpha Chi Omega Fraternity, Inc., the Gamma Mu chapter of Alpha Chi Omega Fraternity, Inc., Delta Tau Delta Fraternity, the Epsilon Mu chapter of Delta Tau Delta Fraternity and Ball State University** and their Boards of Trustees, their officers, their directors, their employees, their agents, their volunteers, their departments, their members and assigns, and Ball State University and each of their Boards of Trustees, their officers, their directors, their employees, their agents, their volunteers, their departments, their members and assigns, and any and all other participants in said Activity, and any and all Ball State University students and any and all Ball State University Alumni, and any and all Ball State University faculty and staff from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my own/my daughter’s/my son’s/the minor’s, of whom I am Guardian, involvement in said Activity, traveling to and from the activity, or as a result of any act of negligence by any of the above mentioned or described entities or individuals and agree to reimburse them for any such expenses incurred.

Severability:

The undersigned further expressly agrees that the foregoing Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding and Conduct Agreement:

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release/waiver of all liability, assumption of risk and agreement to indemnify to the greatest extent allowed by law. In addition, while participating in said activity, I hereby agree to follow and abide by: 1) all rules and procedures outlined in Ball State University's Office of Student Life Organization Handbook; 2) all rules and procedures outlined in Ball State University's Greek Risk Management Policy; 3) all Ball State University's Policies and Procedures/Ball State University's Student Code; 4) all Indiana State Laws; and, 5) all Federal laws. In addition, I hereby acknowledge and agree that if the event/activity is cancelled for any reason there will be no refund of any registration/entry fee.

Signature of Participant _____

Date: _____