



MARSHALL UNIVERSITY
FORENSIC SCIENCE PROGRAM
WAIVER OF LIABILITY AND HOLD-HARMLESS FORM

In consideration for participating in an exchange through the Forensic Science Program, I hereby release, discharge, and covenant not to sue the UNIVERSITY, the Forensic Science Program, or their respective officers, boards, employees, attorneys, insurers, agents, and assigns (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me, or to any property, belonging to me, whether caused by the negligence of the RELEASEES, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted or in transportation to and from said premises.

To the best of my knowledge, I can fully participate in this activity. I am fully aware of the risks and hazards connected with this activity, including, but not limited to, the risks noted herein. I hereby elect to participate voluntarily in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I voluntarily assume fully responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, whether caused by the negligence of RELEASEES or otherwise.

I further agree to indemnify and hold harmless the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fee, that may incur due to my participation in Forensic Science Program, either caused by negligence of RELEASEES or otherwise.

It is my express intent that this *Waiver of Liability and Hold-Harmless Form* shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above RELEASEES. I hereby further agree that this *Waiver of Liability and Hold-Harmless Form* shall be construed in accordance with the laws of West Virginia.

If under age 18 (or 21), a parent or guardian must sign indicating their assumption of legal and financial responsibility for my participation in this program and I execute this form in full, adequate, and complete consideration fully intending to be bound by same.

STUDENT/OR PARENT/LEGAL GUARDIAN has read this *Agreement and Release*, understands its contents, and acknowledges that it is signed freely, voluntarily, and under no compulsion.

STUDENT (please print)

date

STUDENT (signature)

If the student is under 18 (21) years old, Parent or Legal Guardian must sign below:

PARENT/LEGAL GUARDIAN (please print)

date

PARENT/LEGAL GUARDIAN (signature)