

**For Independent Contractor Use:**

Description of work/event • PLEASE PRINT			
EVENT		DATE(S)	

PARTICIPANT INFORMATION • PLEASE PRINT			
NAME			
EMAIL ADDRESS		PHONE NUMBER	

**CAUTION: READ BEFORE SIGNING. THIS IS A RELEASE AND LIABILITY WAIVER IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN THE ABOVE-DESCRIBED EVENT (HEREINAFTER CALLED THE "EVENT") I, FOR MYSELF, MY EMPLOYEES, HEIRS, PERSONAL REPRESENTATIVES, AND THE ASSIGNS OF THE UNDERSIGNED, DO HEREBY COVENANT NOT TO SUE ANDERSON UNIVERSITY, THE BOARD OF TRUST OF ANDERSON UNIVERSITY, ITS OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, HEREAFTER CALLED THE "UNIVERSITY"), AND I DO HEREBY RELEASE, WAIVE, AND DISCHARGE FROM LIABILITY THE UNIVERSITY, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, INCLUDING THE CLAIMS ARISING FROM THE NEGLIGENCE OF THE UNIVERSITY, ITS OFFICERS, EMPLOYEES AND AGENTS, RESULTING IN PERSONAL OR EMOTIONAL INJURY, ILLNESS, PHYSICAL DISABILITY, DEATH, PROPERTY LOSS, AND DAMAGES ARISING FROM, BUT NOT LIMITED TO, PARTICIPATION IN THE EVENT.**

INITIALS	(1) I understand and acknowledge that as a Contractor in the Event, I am to abide by the University policies and procedures and any and all guidelines set forth by the University. I understand that the University may dismiss me from the University property at any time for any reason and for no reason at all, without notice.
INITIALS	(2) I certify, represent, and warrant to the University that (a) I have less than 4 employees and am not subject to the South Carolina Workers' Compensation Act, or (b) I have 4 or more employees and have in place appropriate Workers' Compensation insurance coverage. I further certify, represent, and warrant to the University that I will comply will all federal, state, and local laws. Failure to do so will result in my dismissal from the University property.
INITIALS	(3) I accept the facilities to be used in connection with the event in an 'as-is' condition, with all latent and patent defects, hidden conditions, dangerous conditions and hazardous substances and materials.
INITIALS	(4) I hereby consent and convey to the University all rights, title, and interest in all photographs, images, video or audio recordings of my likeness or my voice made by the University in connection with the Event and waive any ownership rights or right to compensation for their use.
INITIALS	(5) I certify, represent, and warrant to the university that no condition, conduct, or history exists that would expose students, volunteers, employees of the University, or others to the potential risk of harm or injury.
INITIALS	(6) I certify, represent and warrant to the University that I currently have sufficient health, disability, automobile, and life insurance as determined by me or my advisors to cover myself, as well as my beneficiaries, dependents, heirs, employees, and assigns of in the event of any injury disability, damage, or death which may result from the Event. Moreover, I fully assume any and all risk for any lapse in or insufficiency of coverage in said health, disability, automobile, and life insurance in the event of injury, disability, damage, or death resulting from the Event and understand that I am not covered under the University's insurance.
INITIALS	(7) I acknowledge that through participation in the Event, there is a risk of personal and emotional injury, property loss, illness, physical disability, and death. I further acknowledge that the specific risks may vary from one activity to another, but the risk range from (a) minor injuries such as scratches, bruises, and sprains (b) major injuries such as burns, eye injury or loss of sight, joint or back injuries, heart attack, and concussions, to (c) catastrophic injuries including paralysis, permanent disability, and death.
INITIALS	(8) I agree and acknowledge that participation in the Event is with full and complete knowledge of the risks and dangers involved, and I agree to accept and assume all risks of any nature whatsoever, including those which may lead to personal injury, emotional injury, property loss, illness, physical disability, or death.
	(9) If I suffer any injury in any way connected to the Event, if possible, I will immediately notify the University.

INITIALS	I have been informed and I fully understand that any information given to me by anyone on behalf of the University regarding an injury or other malady is intended to be used in my sole discretion and is for informational purposes only. Such information is not medical advice, and I understand that I am encouraged to consult my own health care provider before using any such information, especially if I have allergies, take any medications, or if I am being treated for any illness or condition. Should I decide to use all or any part of such information, this decision shall be entirely at my own risk. I authorize the University to seek and consent to receive medical treatment in the event of injury, accident, or illness during my participation in the Event, and I accept financial responsibility for all expenses related to such medical treatment as well as travel to receive medical treatment. Notwithstanding this paragraph, I understand and agree that the University has no obligation to provide or seek out any medical treatment for me.
INITIALS	(10) I understand and acknowledge that it is the contractor's responsibility not to exceed any guidelines that participant's health care provider has established or may establish. I understand and acknowledge that it is solely participant's responsibility to determine through consultation with their health care provider what their physical limitations are or may be and whether participant should or should not participate in the Event. I acknowledge that by participating in the Event, I am certifying that participant is physically and mentally able to do so and assume all risks associated with the Event.
INITIALS	(11) I acknowledge and agree that the parties I am forever discharging and releasing by and through this Agreement are as follows: the University, its Board of Trust, its officers, employees, and agents (collectively, the "Released Parties").
INITIALS	(12) I agree that this Agreement shall be construed and enforced in accordance with the law of the State of South Carolina, and I hereby consent to the jurisdiction of South Carolina.
INITIALS	(13) I agree that if any portion of this Agreement is declared invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.
INITIALS	(14) I agree that if a contractor intentionally, negligently, or recklessly causes any damage to the facilities or property of others, I agree to be personally responsible for all of said damages.
INITIALS	(15) <u>I UNDERSTAND AND AGREE THAT THIS DOCUMENT WILL BE USED AS A DEFENSE BY THE PARTIES TO ANY AND ALL CLAIMS RESULTING FROM PARTICIPATION IN THE EVENT BROUGHT BY ME, MY EMPLOYEES, THE HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ANYONE ELSE WHO MIGHT MAKE A CLAIM ON MY BEHALF. I UNDERSTAND AND AGREE THAT THIS AGREEMENT AND THE RELEASE AND LIABILITY WAIVER CONTAINED HEREIN IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND INTENDED TO PROTECT THE RELEASED PARTIES TO THE FULLEST EXTENT POSSIBLE.</u>
INITIALS	(16) <u>I FOR MYSELF VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS (INCLUDING ATTORNEY'S FEES), EXPENSES AND OBLIGATIONS OF ANY NATURE WHATSOEVER FOR ANY INJURIES, ILLNESSES, DISABILITIES, OR DEATH THAT PARTICIPANT MAY SUSTAIN AS A RESULT OF, OR IN ANY WAY CONNECTED TO CONTRACTOR'S PARTICIPATION IN THE EVENT.</u>
INITIALS	(17) <u>I, FOR MYSELF AND FOR THE HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS AND ANYONE ELSE WHO MIGHT MAKE A CLAIM ON MY BEHALF, AGREE NOT TO MAKE ANY CLAIM OR COMMENCE OR PROSECUTE ANY ACTION, SUIT OR OTHER PROCEEDING AGAINST ANY OF THE RELEASED PARTIES FOR ANY PERSONAL INJURY, EMOTIONAL INJURY, PROPERTY LOSS, ILLNESS, DISABILITY OR DEATH, WHETHER CAUSED BY THE RELEASED PARTIES OR OTHERWISE, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, EMOTIONAL INJURY, PROPERTY LOSS, ILLNESS, DISABILITY OR DEATH CAUSED BY OR A RESULT OF STRICT LIABILITY, OR THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES RESULTING FROM PARTICIPATION IN THE EVENT.</u>

**I VERIFY THAT I AM OVER 18 YEARS OLD AND HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT AND THAT I ACCEPT THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I UNDERSTAND THE TERMS OF THIS AGREEMENT, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, INCLUDING MY RIGHT TO SUE.**

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
PRINTED NAME OF CONTRACTOR

\_\_\_\_\_  
DATE