



Waiver and Release of Liability for Student Activities

Student Name: _____

Activity Name: _____

Activity Date and Location: _____

WSU Honor Band Festival

February 12-14, 2026 WSU Campus (Creative Arts Center and Student Union)

My participation in this activity is voluntary. In exchange for the Wright State University's (the "University's") permission for me to participate in the activity described above (the "Activity," which shall also refer to and include transportation to/from/about the event, all overnight accommodations, and all unofficial and/or social activities that take place incidental to the Activity itself), the University requires me to release it from liability for any injury, damage, or loss to your person or property that you might sustain. I may refuse to release the University, but if I refuse, the University will not permit me to participate in the Activity.

In exchange for permitting me to participate in the Activity, I, for myself and on behalf of my heirs, representatives, and assigns, **do hereby irrevocably release, hold harmless, and indemnify the State of Ohio and Wright State University (together with each of their trustees, officials, insurers, attorneys, employees, and other agents) (the "Released Parties") from and against each and every liability, claim, cost, expense, amount paid in settlement or damages, and investigation/defense cost (including without limitation reasonable attorneys' fees and defense costs), of whatever characterization,** that is incurred by any of the Released Parties as a result of any lawsuit or other proceeding in which they are made a party or threatened to be made a party and which relates in any way to the Activity and/or my participation in the Activity.

I hereby grant the University: (1) my permission to photograph and record me while participating in the Activity; (2) a perpetual, irrevocable, world-wide, royalty-free license to reproduce, use, display, and/or create derivative works of photographs and recordings of me participating in the same (3) a waiver of any right I may have to inspect or approve of such derivative works; and (4) a waiver of any claim I may have for compensation related to the same.

I have read the foregoing, understand it, and agree to its terms:

I represent and warrant to the University that: (1) I have inquired into and understand the physical and other demands of the Activity; (2) I have no known physical or other limitations that might prevent me from participating safely, with or without an approved accommodation; (3) I understand that an accommodation may be requested through the Office of Disability Services; and (4) I understand that I am responsible for my own transportation to and from the Activity, and that the University will not be responsible for any injury, damage, or loss to person or property that may result from such transportation, unless transportation is provided by the University in its official vehicles.

I acknowledge and affirm that: (1) I carry adequate medical insurance and understand that I will be solely responsible for the costs of any medical treatment furnished to me because of any illness or injury I sustain during the Event; (2) all University policies (including the Code of Student Conduct) will be in force and apply to me during this Activity; (3) the University has sole and absolute discretion to cancel the Activity, with or without prior notice, and I agree that the University will not be responsible for refunding or reimbursing any amounts I may have expended in reliance on my participation, if the University determines that the Activity cannot continue for any reason; (4) the Activity involves potentially hazardous activities that could result in injury, damage, or loss to my person or property, including death; and (5) I am not obligated to participate in the Activity, and that I am choosing freely and voluntarily to participate notwithstanding the potential risks.

I acknowledge and agree that the state courts of Ohio shall have sole jurisdiction to adjudicate any dispute relating to this instrument, the Activity, or my participation in the Activity. I further agree that Ohio law shall govern the adjudication of such disputes, without giving effect to any choice of law provisions therein.

Student Signature (or parent/guardian, if Student is a minor)

Date

Emergency Contact Name and Telephone Number