

## Release and Waiver of Liability Form for Minor Students in the Residence Halls

### Addendum to the Residence Hall Room and Board Plan Agreement

One of the most exciting aspects of living on campus is the opportunity to meet and establish relationships with people from all over the world with different backgrounds and experiences. Living with others can be an enriching experience but can also be a difficult task. It takes consideration, patience and a level of maturity to live with others in a way necessary to maintain a safe and welcoming residence hall community for all. An understanding of and respect for the rights and interests of others is key to making the residential experience meaningful for everyone who live in the residence halls. Everyone living in Otterbein University's housing plays a role in maintaining a living environment conducive to academic and personal growth.

The prospect of living on campus and the freedom (and related challenges) that it entails can be particularly daunting for minor students and their parents. While Otterbein University has residence hall staff and individuals on campus that all students are invited to seek out for advice, questions or assistance, students are not supervised in the residence halls and Otterbein University is unable to and will not assume responsibility for overseeing any underage students.

There are certain risks inherent to personal health, safety and/or property when living unsupervised in the residence halls, including, but not limited to, exposure to mature conversations and conduct, alcohol consumption, and other adult behavior. Students can feel lonely or depressed being away from home for such a long period of time and this can be particularly true for minor students.

It is Otterbein University's policy that minor students will not be permitted to live in the residence halls unless he or she and his or her parent or legal guardian is willing to accept the associated risks of their child living in the residence halls and execute this waiver of liability pertaining to those risks.

I, \_\_\_\_\_, on behalf of my minor child \_\_\_\_\_ ("Participant") hereby acknowledge that I have voluntarily permitted Participant to live in the residence halls at Otterbein University from **August 1, 20\_\_\_\_, until June 1, 20\_\_\_\_**. I understand and acknowledge that living in the residence halls is NOT required and permitting Participant to live in the residence halls is ELECTIVE and VOLUNTARY.

In consideration for Participant to be permitted by the University to live in the residence halls, I hereby acknowledge and agree to the following:

**RULES AND REQUIREMENTS:** Participant agrees to conduct him or herself in accordance with Otterbein University's policies and procedures, including those detailed in the Residence Hall Room and Board Plan Agreement. Participant further agrees to abide by all the rules and requirements listed in the Student Code of Conduct and Campus Life Handbook ([www.otterbein.edu/CLH](http://www.otterbein.edu/CLH)).

**INFORMED CONSENT:** I have been informed and I understand that living in the residence halls involves certain risks, including but not limited to: exposure to mature conversations and conduct, alcohol consumption, and other adult behavior that could result in emotional distress, anxiety, injury or harm. These injuries may be the result of Participant's own actions or inactions or those of others, conditions of accommodations, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any distress, injury, illness, damage, disability, or harm that Participant may sustain by any means is his or her sole responsibility, except as explicitly specified in this Agreement.

**ASSUMPTION OF RISKS:** I understand and acknowledge that there are potential dangers incidental to Participant's living in the residence halls including risks of damage, bodily injury, illness, disability, and possibly death. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF OTTERBEIN UNIVERSITY, UNLESS THE RISKS SOLELY ARISE FROM OTTERBEIN UNIVERSITY'S NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT** and I assume full responsibility for Participant's living in the residence halls.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, Participant, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE OTTERBEIN UNIVERSITY**, including its governing board, trustees, directors, officers, employees, and any agents or volunteers acting at Otterbein University's direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any distress, injury, illness, damage,

disability or harm that Participant may suffer as a result of living in the residence halls **REGARDLESS OF WHETHER THE DISTRESS, INJURY, ILLNESS, DAMAGE, DISABILITY, OR HARM IS CAUSED BY THE RELEASEES, UNLESS SOLELY CAUSED BY THE RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that the Releasees are not in any way responsible for any injury or damage that Participant may sustain as a result of his or her own negligent or grossly negligent acts or his or her own intentional misconduct and I hereby release Releasees from any liability for the same.

Otterbein University expressly disclaims liability for actions of third parties, which includes but is not limited to agents or volunteers who are not acting under the direction and control of Otterbein University. I, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or harm that Participant may suffer as a result of actions of any third parties who are not Releasees.

**INDEMNITY:** I, on behalf of myself, Participant, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that Participant may suffer as a result of living in the residence halls, **REGARDLESS OF WHETHER THE DISTRESS, INJURY, DAMAGE, DISABILITY OR HARM IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS SOLELY CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or harm to Participant, including but not limited to any injury resulting from Participant's own negligence, gross negligence or intentional misconduct during or related to the Activity, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Ohio.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.**

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name of Participant)

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.**

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Parent or Guardian)  
\_\_\_\_\_  
(Printed Name of Parent or Guardian)

**Received by:**

Date: \_\_\_\_\_  
\_\_\_\_\_  
Tracy R. Benner, Director of Residence Life