ARKANSAS TECH UNIVERSITY
WAIVER AND RELEASE OF LIABILITY
FOR MINOR LIVING ON CAMPUS

In consideration of my minor child (hereafter "child") being allowed to reside as a minor in a residence hall on the campus of or a facility leased by Arkansas Tech University, I, for my child’s heirs, estate, executors, administrators, assignees, and for all members of his/her family, release, waive, and discharge the State of Arkansas, Arkansas Tech University, the Arkansas Tech University Board of Trustees, any of Arkansas Tech University’s respective administrators, directors, agents, staff, or other employees, and if applicable, other owners and lessors of premises where my child shall be assigned to housing, all of which are hereinafter referred to as “Releasees”, from any negligence claims as well as any and all present and future liability, actions, causes of action, debts, claims, or demands of any kind and nature whatsoever which may arise by, or in connection with, my child residing in a residence hall on the campus of Arkansas Tech University or a facility leased by Arkansas Tech University.

Both my child and I understand that he/she is responsible for his/her own well-being. My child understands that the dangers and risks associated with residing in a residence hall as a minor include, but are not limited to, death, being a victim of criminal acts by perpetrators both known and unknown, contracting diseases, serious injuries which may result in complete or partial paralysis, other serious injury to internal organs, bones, joints, ligaments, muscles, tendons, and other aspects of the muscular skeletal system and serious injury or impairment to other aspects of his/her body, and general health. My child and I understand that the dangers and risks of residing in a residence hall as a minor may result not only in serious injury to the child, but also in serious impairment of the child’s future ability to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life.

My child recognizes the importance of following the rules and regulations established by Arkansas Tech University, the Office of Residence Life and the Arkansas Tech University Student Code of Conduct, and acknowledges that even if these rules and regulations are followed, his/her safety and well-being are still not assured. My child agrees to follow the established rules and regulations. If he/she chooses not to do so, he/she fully realizes that he/she does so at his/her own risk.

My child recognizes and acknowledges that Arkansas Tech University does not carry special health insurance or liability insurance and that Arkansas Tech University is in no way an insurer of his/her safety. My child also understands that because the University and its governing board are state institutions, several limitations and exclusions exist with respect to liability of the Releasees. Therefore, I, as the parent of the child, have determined that we have adequate personal insurance to cover all harm that my child may suffer due to residing in a residence hall operated by Arkansas Tech University, and I affirmatively state that my child has all insurance protection that he/she wants and needs.

By signing below, I, as the parent or guardian of my child, acknowledge that I have read the waiver and release above and discussed and explained it to my child. I understand that I am giving up substantial rights for myself and my child by signing this document, and I and my child agree to comply with its intent and purpose. We state affirmatively that we are both signing this Agreement voluntarily.

Parent/Guardian Printed Name ___________________________ Parent/Guardian Signature ___________________________ Date ____________

Name of Minor ___________________________ Minor’s Signature ___________________________ Date ____________