

Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue
Smith College Club Sports

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of Club Sport participation.

Smith College is a non-profit educational institution. References to Smith College include Smith College, its trustees, employees, volunteer workers, students, Student Government Association and participating organizations, agents and assigns, and anyone else participating in the Club Sport activities described below.

I freely choose to participate in the (Describe club sport), for the year (Date or dates) (henceforth referred to as the Club).

I understand that the (Describe club sport) is (specific but brief description), which may involve travel by private, public or College-provided conveyances. I understand that Smith College is not an agent of, and has no responsibility for, any third party including without limitation the sponsor which may provide any services including food, lodging, travel, or any equipment associated with the Club.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what personal equipment is required (such as footwear, clothing, and other personal equipment) and provide the proper personal equipment for my participation in the Club, and to ensure that it is in good and suitable condition. I agree to ask questions to make sure that I know how to safely participate in the activity, and I agree to observe the rules and practices that may be employed to minimize the risk of injury while pursuing the benefits of the activity. I agree to advise the club captain or her designee immediately if I do not believe I can safely continue in the activity. I agree to reduce the risk of injury to myself and/or others by limiting my participation to reflect my personal fitness level, wearing the proper protection as dictated by the activity, not wearing any thing that would pose a hazard in the pursuit of the activity, not ingesting or using any substance during the activity which could pose a hazard to myself or others. I agree that if I fail to act in accordance with this agreement I may not be permitted to continue to participate in the activity.

Despite precautions, accidents and injuries can and will occur. I understand that sports and travel and other activities the Club may undertake may be potentially dangerous, and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of participation in the Club. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- X Death, drowning, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury, head, facial, oral or eye injury or trauma, mental injury, joint trauma, broken bones, other muscular-skeletal injury, or illness, of any nature whether severe or not, temporary or permanent which may occur as a result of participating in an activity or contact with physical surroundings, equipment or other persons or arising from travel. I understand that injuries such as fractures, joint sprains and dislocations, muscle strains and contusions are commonplace in sports and strenuous physical activities. In any trips involving water, including but not limited to kayaking, rafting or canoeing, hazards may also include without limitation, drowning, temporary or permanent bodily injury including brain damage from immersion in water, and hypothermia.
- X Complications or worsening of injuries or illness, including resultant death, that may result from isolation on a "wilderness trip", and resultant delays and difficulties in getting to a medical care facility.
- X Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority
- X Theft or loss of personal property during the Program or any Program related travel
- X Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events
- X Alteration including delay, extension or cancellation of the Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes

I further acknowledge that the above list is not inclusive of all possible risks associated with the Club or the use of facilities,

equipment, or services in association with the Club, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that participating in this Club is an acceptance of risk of injury.

I authorize Smith College to act on my behalf in the event of a medical emergency.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of my participation in the Club, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE Smith College from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Smith College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the Club and/or the use of facilities, equipment, or services in association with the Club howsoever the injury is caused, whether by the negligence of Smith College or otherwise.

In consideration of my participation in the Club I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS Smith College from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in the Club and my use of facilities, equipment, or services in association with the Club.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Club and the use of facilities, equipment, or services in association with Club, and that I am voluntarily assuming all risks, whether known or unknown.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Club and my use of facilities, equipment, or services in association with the Club, and that by this agreement I am relieving Smith College of any and all liability for such loss, damage or death.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am 18 years or older and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Smith College permitting my participation in the Club and my use of facilities, equipment, or services associated with the Club.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at

_____, 19____, this day of _____.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Signature: _____
Date: _____ day/month/year
Name Printed: _____
Address: _____
Tel. No.: _____
Witness: _____
Witness Name Printed: _____
Address: _____

Signatures need not be notarized but must be witnessed.