

Smith College

Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

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 using Smith College facilities or participating in activities or events described below.

Smith College Fitness Program for Faculty & Staff (SFP) is a non-profit educational institution. References to SFP includes its trustees, employees, volunteers, students, Student Government Organizations and participating organizations, sponsors, agents and assigns.

I freely choose to utilize the SFP for my personal enjoyment. .

I understand that SFP is not an agent of, and has no responsibility for, any third party including without limitation any sponsor or program that may provide any services including food, lodging, travel, or any equipment associated with my Fitness use.

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 and avoiding any activity or behavior which would harm myself or others. I agree to make sure that I know how to safely participate in any activities, and I agree to observe any rules and practices that may be employed to minimize the risk of injury. I agree to stop and seek assistance if I do not believe I can safely continue in any activity. I agree to limit my participation to reflect my personal fitness level. I agree to wear or use proper protection or gear as dictated by the activity. I will not wear or use or do anything that would pose a hazard to myself or to others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I do not act in accordance with this agreement, I may not be permitted to continue to participate in SFP.

Despite precautions, accidents and injuries can occur. I understand the activities I 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 use of the facilities, classes or equipment. Therefore I ASSUME ALL RISKS RELATED TO THE ACTIVITIES including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, that may occur as a result of participating in an activity or contact with physical surroundings, environment, equipment or other persons.
- 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.
- Theft or loss of personal property during my facility use.
- Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- 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 use of facilities, equipment, or services in association with the facility use, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that use of facilities at Smith is an acceptance of risk of injury.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of Smith's permitting my use of their facilities, 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 and SFP 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 SFP 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 use of the facilities, equipment, or services in association with the facility use, howsoever the injury is caused, including whether by the ordinary negligence of SFP or otherwise.

In consideration of SFP permitting my use of their facilities and classes. I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS Smith 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 use of the facilities and my use of facilities, equipment, or services in association with the facility use.

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 utilizing the facilities, equipment, or services in association with the facility use, and that by this agreement I am relieving Smith 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 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 SFP permitting my use of the facilities and my use of facilities, equipment, or services associated with the facility use.

This agreement shall be construed and enforced in accordance with Massachusetts' law 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 Massachusetts' law and that if any portion here of 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 _____, _____ this day of _____.

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