

Smith College Summer Programs
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 Smith College Summer Program participation.

The Trustees of Smith College is a non-profit educational institution. References to Smith College include The Trustees of Smith College, its trustees, employees, volunteer workers, students, participating organizations, agents, assigns, and participants in the Summer Program activities described below.

I (PARTICIPANT) freely choose to participate in Program name and related activities (henceforth referred to as the Program) at Smith College, from dates. I (PARENT) freely permit my child to participate in Program name and related activities (henceforth referred to as the Program) at Smith College, from dates

I (Participant and Parent) understand that the Program is specific but brief description, which may involve ... and 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 any sponsor which may provide any services including food, lodging, travel, or any equipment associated with the Program.

Participating in any activity is an acceptance of some risk of injury. I (Participant) 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 and provide the proper personal equipment for my participation in the Program, 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 Program Director or her designee immediately if I do not believe I can safely continue in the activity. For any recreational activities, I agree to reduce the risk of injury to myself and/or others by only participating at my personal fitness level, wearing the proper protection as dictated by the activity, not wearing anything that would pose a hazard in the activity, and not ingesting or using any substance at any time that could pose a hazard to myself or others. I agree that if I fail to act in accordance with this agreement I may be required to leave the program and forfeit any fees. I (Parent) agree to my child's responsibility for her actions and these conditions.

Despite precautions, accidents and injuries can occur. I understand that travel and other recreational activities the Program 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 Program. Therefore I (Participant and Parent) **ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- 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 or food poisoning arising from the provision of food or beverage by individuals, restaurants or other service providers.
- 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 the Program or any Program related travel
- 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 Program or the use of facilities, equipment, or services in association with the Program, 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 Program is an acceptance of risk of injury.

I (Participant and Parent) 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 Program, I the undersigned Participant and Parent, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, child, 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/my child's 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 /my child's participation in the Program and/or the use of facilities, equipment, or services in association with the Program howsoever the injury is caused, whether by the negligence of Smith College or otherwise.

In consideration of my participation in the Program I, the undersigned Participant and Parent, 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/my child's participation in the Program and my/my child's use of facilities, equipment, or services in association with the Program.

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

I (Participant and Parent) 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 Program and my/my child's use of facilities, equipment, or services in association with the Program, 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 and certifies that I (Participant and Parent) have carefully read, understood and freely signed this agreement, which shall take effect as a sealed instrument, of my own free will. I further certify that I (Parent) am legally competent to sign this agreement. I (Participant and Parent) further understand that the terms of this agreement are legally binding. This agreement is made in sole consideration of Smith College permitting my/my child's participation in the Program and my/my child's use of facilities, equipment, or services associated with the Program.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I (Participant and Parent) 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

(City, State)
on (Date) _____, 2014

**IMPORTANT - READ ENTIRE AGREEMENT BEFORE
SIGNING**

Participant Signature: _____

Date: _____

Name Printed: _____

Parent Signature: _____

Date: _____

Parent Name Printed: _____