

Earlham College Club Sports Release of Liability

The following document is an Earlham College RELEASE OF LIABILITY.

By checking the box below, you indicate that you have read this Waiver of Liability, Assumption of Risk and Indemnity, and fully understand its terms, and understand that you are giving up substantial rights - right to sue. You acknowledge that you may have the opportunity prior to signing this Waiver of Liability, Assumption of Risk and Indemnity to have it reviewed by an attorney. You understand and appreciate these and other risks that are inherent in the Activity. You expressly agree and assert that participation in the Activity is voluntary and knowingly assume all such risks and elect to proceed with participation despite all these risks. You acknowledge that you are signing this Waiver of Liability, Assumption of Risk and Indemnity freely and voluntarily and intend, by checking the box below, the complete and unconditional release of all liability to the greatest extent allowed by the law.

If you do not agree, do not check the box below.

Do hereby (1) release, waive, and discharge Earlham College, its board members, trustees, faculty, instructors, mentors, agents, advisors, employees, affiliates, members, volunteers, staff, representatives, officers, cooperating agencies, cooperating organizations and assigns (collectively, the "Releasees") from; and (2) covenant not to sue Releasees in connection with, any and all claims (including, not by way of limitation, any claims arising from negligence of Releasees or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss) arising from or relating in any way to performing and/or participating in the Activity and/or travel before, during or after the Activity.

B. (1) Acknowledge that the Activity involves: (a) potentially hazardous techniques and maneuvers, and strenuous activities and exercise requiring physical fitness; and (2) certify that I am in good physical health for the purpose of participating in the Activity.

C. Acknowledge that participation in the Activity carries with it certain inherent risks that cannot be eliminated, regardless of the care taken to avoid injury, and that injuries often occur as a result of participation in the Activity. These specific risks vary from one activity to another, but the risks include (1) emotional injuries, (2) minor physical injuries such as scratches, bruises and sprains; (3) major injuries such as eye injury or loss of sight, joint or back injuries, fractured or broken bones, heart attacks and concussions; and (4) catastrophic injuries including paralysis and death. Such risks may result from many factors including, but not limited to, falls; contact with other participants or the floor; bad decision making; inattention of instructors or actions of other participants; incomplete warnings or instructions; failure to follow safety precautions by me or others; misuse or failure of equipment, riggings or set-up; or accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the Activity and agree that said list in no way limits the extent or reach of this Waiver of Liability, Assumption of Risk and Indemnity. I assert that my participation is voluntary and I knowingly assume all such risks.

D. Agree to indemnify and hold harmless Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, and to reimburse Releasees for any such expense incurred in connection with or as a result of (1)(a) my performance and/or participation in the Activity or (b) travel associated with the Activity, or (2) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, me or anyone claiming on my behalf, to avoid the terms of this Waiver of Liability, Assumption of Risk and Indemnity.

I understand and expressly agree that (1) this document and/or any action or claim relating to this document and/or the Activity shall be governed by the laws of the State of Indiana without regard to the laws of conflict of law thereof; and (2) any action or claim relating to this document and/or the Activity shall be initiated and maintained in a municipal or state court in Wayne County, Indiana, or in the United States District Court for Indiana.

I further understand and agree that even if a court of law finds any provision or aspect of this agreement unenforceable, the remaining provisions will remain in full force and effect. Furthermore, I understand and agree that if there is any unenforceable provision or aspect, it will be construed, to the extent possible, to make it enforceable and within public policy.

The parties agree that this Agreement (a) is the complete and exclusive statement between the parties with respect to this matter, (b) supersedes all related discussions and other communications between the parties with respect to such matter, and (c) may only be modified in writing by an authorized representative of the party against whom such alteration or modification is sought to be enforced. The Director of Club Sports is the authorized representative for the College.

Print Name _____

Date _____

Sign Name _____