

## COLLEGE OF WOOSTER

### WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

In consideration of being permitted to participate in any way in \_\_\_\_\_ [name of activity] at The College of Wooster ("the Activity"), the undersigned, for myself, my heirs, next of kin, personal representatives and assigns, agree to the following:

1. I hereby release, waive, discharge and covenant not to sue The College of Wooster and its successors and assigns, and their respective board members, trustees, faculty, instructors, mentors, agents, employees, affiliates, volunteers, insurers and representatives, as well as the Activity sponsor and all persons associated therewith (collectively, the "Releasees") from any and all liability 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 participation in the Activity and/or travel before, during or after the Activity.

2. I understand that the Activity is purely recreational and is not required for any course of study at The College of Wooster. I understand that employees or agents of The College of Wooster may not be in charge of or supervising part or all of the Activity. I acknowledge that participation in the Activity and travel to and from the Activity carry certain inherent risks related to strenuous activities and exercise than cannot be eliminated. These specific risks vary from one activity to another, but the risks include injuries of every type, including catastrophic circumstances such as paralysis and death. The injuries may be the result of my own actions or inactions or those of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. 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 in the Activity is voluntary and of my own choosing, and I knowingly assume all known and unknown risks. I further certify that I am in adequate physical and mental health for the purpose of participating in the Activity.

3. I agree to indemnify, hold harmless, and defend Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including but not limited to attorney's fees, and to reimburse Releasees for any such fees, costs and/or expenses incurred in connection with or as a result of (i) my participation in the Activity, (ii) travel associated with the Activity, or (iii) arising in connection with or as a result of any attempt by anyone, including, not by way of limitation, myself or anyone claiming on my behalf, to avoid the terms of this Waiver of Liability, Assumption or Risk and Indemnity.

4. I understand that it is my responsibility to know the rules and regulations of the Activity. I understand that The College of Wooster regulations, policies and procedures are in effect and apply to my behavior for the entire duration of the Activity, including travel to and from the Activity, and that any violation of these policies or regulations may result in sanctions or disqualification from further participation in the Activity.

5. I understand and agree that 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 Ohio without regard to the laws of conflict of law thereof. I further understand and agree that even if a court of law finds a 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 reformed, to the extent possible, to make it enforceable.

6. I understand that I am responsible for any medical expenses incurred as a result of my participation in Activity. I further understand that I am responsible for maintaining my own health insurance coverage.

7. Because equipment may be worn to prevent injury, I also have a responsibility to take care of all equipment issued to me. I will check this equipment to make sure it is in good condition during the course of the Activity. If any equipment is in need of repair or replacement, I will immediately notify the person in charge of the Activity. I agree not to wear equipment I know or suspect to be defective or improperly fitted, and instead to notify the person in charge of the Activity prior to further participation.

8. I will refrain from acting in any manner and from using and/or wearing any equipment for Activity which may cause a risk of injury to myself or another participant in the Activity.

9. I grant The College of Wooster and/or the Activity sponsor the right to use, for promotional and marketing purposes only, any photographs or video of me taken during the Activity. I further agree that The College of Wooster and/or the Activity sponsor may use, for any and all purposes, any demographic information, statements, or quotes attributed to me regarding the Activity.

I HAVE READ THE ABOVE TERMS OF THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I know, understand and appreciate these and other risks that are inherent in the Activity. I agree and assert that participation in the Activity is voluntary, and I knowingly assume all such risks and elect to proceed with my participation despite the risks. I acknowledge that I am signing this Waiver of Liability Assumption of Risk and Indemnity freely and voluntarily and intend, by my signature, the complete and unconditional release of all liability to the greatest extent permitted by law. I affirm that if I am under 18 years of age, my parent or guardian must sign this Waiver of Liability, Assumption of Risk and Indemnity.

**PARTICIPANT (IF 18 YEARS OLD OR OLDER ON DATE OF SIGNATURE)**

Participant Printed Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PARENT/GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OLD:**

Parent/Legal Guardian Printed Name: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***Note: If Participant turns 18 between date of signature and date of Activity, this must be signed by both Participant after turning 18 and by Parent/Guardian at the present time.***

***Revised April 2022***