

Amateur Athletic/Recreation Waiver, Release of Liability, & Indemnification Agreement:

THIS MUST BE SIGNED AND RETURNED BEFORE STUDENT CAN PARTICIPATE

In Consideration of being allowed to participate in any way in the University of New England's ("UNE"), intramural sports programs, club sports programs, related events and activities, I, _____ the undersigned, an individual of majority age (18 years of age or older), acknowledge, appreciate and agree that:

ASSUMPTION OF RISK: I understand that there are certain dangers, hazards, and risks inherent in sports and sports related activities and events, which can cause or result in property damage or personal injury, including the potential for permanent paralysis and death. I further understand that the University cannot and does not assume responsibility for any such personal injury, death or property damage. Notwithstanding the dangers, hazards, and risks involved, and in consideration of participation in the clinic, related events and activities, I agree and hereby do assume all risks surrounding my participation in UNE's sports programs, related events and activities and assume full responsibility for my participation.

RELEASE: I hereby expressly release and forever discharge UNE, its trustees, officers, directors, employees, instructors, staff and any students acting as employees ("**Releasees**") from any and all liability, claim, loss, cost or expense, and waive all rights and claims **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE** and promise not to sue on any such claims against Releasees, arising directly or indirectly from or attributable in any legal way to my participation in UNE's athletic sports programs, related events and activities.

Should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees and costs) incurred by the party or parties in defending the claim(s) and I hereby expressly agree to fully indemnify and hold UNE and all Releasees harmless from all such expenses, damages, and costs expressly including attorneys' fees.

INDEMNIFICATION. I agree to indemnify, defend and hold the Releasees harmless from any liability, claim, action, debt, damage, loss, cost and expense of every kind or nature, including attorney's fees, asserted by any party against any Releasees or incurred by any Releasee and arising directly or indirectly from or in connection with my participation in UNE's athletic sports programs, related events and activities.

BEHAVIOR: I understand and agree that participation in these programs is voluntary and that my behavior must not interfere with or disrupt program activities or other participants. I further understand and agree that UNE, in its sole discretion, may remove me from the programs and premises. I further agree

to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and will immediately bring such hazard(s) to the attention of the nearest official; and,

MEDICAL CONDITIONS: I certify that I have made reasonable medical inquiry and that I am aware of no medical condition or other health related reason that prohibits or otherwise restricts my participation in the sports programs, related events and activities. In the event I learn of a medical prohibition or restriction, I agree that it is my responsibility to take all precautions for my safety and the safety of others including without limitation my immediate withdrawal from further participation. ***Initials:*** _____

PHOTOS: I understand and agree that photos may be taken of me that may be used in promotional pieces for UNE and/or the amateur athletic sports programs or other programs.

GOVERNING LAW. This Agreement shall be constructed in accordance with the laws of the State of Maine.

PARTIAL INVALIDITY. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, then I agree that the validity of all remaining terms and provisions shall not be affected thereby.

I HAVE READ THIS RELEASE OF LIABILITY, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Name (Please Print)

Participant's Signature

Date

Legal Guardian's Name (If participant is under 18 years of age.)

Legal Guardian's Signature

Date