

ACKNOWLEDGMENT & ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN RIGHTS, INCLUDING THE RIGHT TO BRING A LAWSUIT TO RECOVER DAMAGES IF YOU ARE INJURED WHILE PARTICIPATING IN THIS ACTIVITY AT DARTMOUTH COLLEGE. PLEASE READ CAREFULLY BEFORE SIGNING.

DISCLAIMER CLAUSE: The Trustees of Dartmouth College, its officers, directors, employees, volunteers, members, and representatives (hereafter referred to as "Dartmouth") are not responsible for any injury, loss, or damage sustained by any person while using the Dartmouth facilities, whether caused by the negligence of Dartmouth or others. _____ (initial here)

ASSUMPTION OF RISK: In consideration of using Dartmouth's facilities, I agree and acknowledge that I am aware of the possible risks, dangers, and hazards associated with the use of the facilities, including possible **risk of severe or fatal injury** to myself. These risks include, but are not limited to, the possibility of bodily injury including broken bones, soft tissue damage, mental impairment, and even death associated with the use of the facilities, use of equipment, use of the locker rooms and showers, or the actions of others. _____ (initial here)

AGREEMENT/ASSERTIONS: I agree that:

- a) I will adhere to all applicable rules, regulations, policies, and hours of use of Dartmouth.
- b) I will exercise reasonable care and good judgment in using the facilities.
- c) The program in which I am participating **is not affiliated with, organized by or supervised by Dartmouth** and Dartmouth simply provides the facility for rental to the group with which I am involved.

INDEMNIFICATION AND RELEASE OF LIABILITY: In return for Dartmouth allowing me to voluntarily use their facilities, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with, or related to my using the Dartmouth facilities, even though such risks may have been caused by the negligence of Dartmouth. _____ (initial here)
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE** which I might sustain using the Dartmouth facilities, even though such injury, loss or damage may have been caused by the negligence of Dartmouth. _____ (initial here)
3. **TO RELEASE DARTMOUTH**, its officers, directors, employees, volunteers, members, and representatives on behalf of myself, my heirs, executors, and assigns from any claim or cause of action arising out of or related to my use of Dartmouth's facilities. _____ (initial here)

ACKNOWLEDGMENT: I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators, and representatives in the event of my death or incapacity.

Signed this the _____ day of _____, 20____,

Signature of participant: _____

Printed name of participant: _____

ACKNOWLEDGMENT (if participant is under 18): As parent or guardian of the below noted participant, on behalf of myself and said participant, I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators, and representatives in the event of my death or incapacity.

Signed this the _____ day of _____, 20____,

Signature of parent or guardian: _____

Printed name of parent or guardian: _____

Printed name of participant: _____

Please provide this form to the sponsor of your activity.

May 2023/Facility