

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.

In consideration of my participation in this _____ (Insert Event here) (hereafter referred to as the Activity) I acknowledge and willingly agree that:

1. I am enrolling in the Activity voluntarily and of my own free will.
2. I am physically able to participate in the Activity and know of no disability or prior injury which would prevent my participation in the Activity or potentially lead to my injury or the injury of another.
3. I acknowledge and fully understand that the Activity involves risk of injury, including serious and/or permanent physical injuries and death which might result not only from my own actions, inactions or negligence, but also the actions, inactions or negligence of others, including the **Trustees of Dartmouth College**, its officers, servants, agents, employees and volunteers, (hereafter referred to as "releasees"), the environmental conditions or the equipment used.
4. I accept personal responsibility for the damages following such injury, permanent disability, or death, including those resulting from the negligence of the releasees.
5. I knowingly and freely assume all risks, both known and unknown, even those arising from the negligent acts or omission of others and assume full responsibility for my own participation.
6. I further hereby agree to indemnify and save and hold harmless the releasees from any loss, liability, damage, or costs they may incur due to my participation in this Activity, whether caused by the negligence of any or all of the releasees, or otherwise.
7. I hereby release, waive, discharge and covenant not to sue the **Trustees of Dartmouth College**, its officers, servants, agents, employees and volunteers, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in this Activity.
8. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this Release, I acknowledge and represent that I have read the foregoing Release, fully understand it, and sign it voluntarily as my own free act and deed; that no oral representation, statements or inducements, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years of age and fully competent; and that I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

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/Activity