

University of New England

All Recreational Activities from June 1, 2021- August 1, 2022

Indemnification, Assumption of Risk, Waiver, and Release from Liability

In consideration of the use of the property, facilities and/or services of the Campus Recreation Program, the undersigned agrees as follows:

- RISK FACTORS-** The undersigned understands and acknowledges that the use of equipment and facilities provided by the Department of Campus Recreation Programs at University of New England and participation in Campus Recreation programs (i.e., Club Sports) involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
- ASSUMPTION OF RISK-** The undersigned voluntarily assumes all risks that may arise out of or result from the use of the equipment or facilities, and/or participation in the Campus Recreation Program at the Campus Center and participating locations, including those risks described in Section 1 above.
- ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES-** The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. The undersigned agrees to comply with and abide by all rules and regulations of the University of New England. The Campus Recreation Program staff reserves the right to revoke or terminate the undersigned's privileges for any violations of the rules and regulations of the University of New England or for any violations of the policies and procedures relating to the activities, facilities, and/or equipment of the Campus Center or participating locations.
- INDEMNIFY AND DEFEND-** The undersigned hereby releases, waives, indemnifies and holds the University of New England, and all of its officers, trustees, directors, employees, and agents (hereinafter jointly referred to as "indemnatee") harmless from any and all claims or causes of action for any losses, damages property damage, property loss or theft, personal injury, death or other loss arising from or relating to the undersigned's use of the property, facilities, and/or services of the Campus Center or participating locations. In the event the undersigned asserts any claims in contravention of this agreement, she/he shall be liable for the expenses and reasonable attorneys' fees incurred by the University of New England in defending the claims asserted.
- PARENT OR GUARDIAN INDEMNIFY UNIVERSITY –** In the event the participant is a minor, the minor's parent, guardian, or individual acting in place of the parent (locos parentis), by signing below, agrees to indemnify and defend the University of New England, and all of its officers, trustees, directors, employees, and agents ("indemnities") in the event the participating minor contravenes this agreement and/or brings suit against the University of New England in violation of this agreement.
- PREREQUISITE SKILLS-** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in the Campus Recreation Programs. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in the program itself, then he or she shall direct such questions to the appropriate Staff Member on site.
- WAIVER-** The undersigned waives any and all claims that may arise against the University of New England and all of its officers, trustees, directors, employees, and agents as a result of the her/his participation in the Campus Recreational Program, including but not limited to claims alleging negligence, gross negligence, and/or willful and wanton negligence. The undersigned further agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
- ARBITRATION-** The undersigned hereby agrees to submit any and all claims, disputes and/or controversies arising out of her/his participation in the Campus Recreational Program to arbitration administered by the American Arbitration Association. The undersigned further agrees that any and all claims, disputes and/or controversies be submitted to one arbitrator. The undersigned agrees to faithfully observe this agreement and the American Arbitration Association's rules. The undersigned will abide by any award rendered by the arbitrator, and a judgment may be entered on the award by the York County Superior Court.
- PAY-** The undersigned agrees to pay for any and all damages to any property or indemnatee caused by the undersigned negligently, willfully or otherwise.
- REPRESENTATIVES-** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
- CONSENT FOR EMERGENCY TREATMENT-** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
- INSURANCE-** The undersigned understands the Department of Campus Recreation Programs does not carry participant insurance and that the undersigned will be solely responsible for any medical, health or personal injury costs relating to undersigned's use of the property, facilities and/or services of the Campus Center or participating locations. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
- JURISDICTION-** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Maine. The parties agree to use the State of Maine for Jurisdiction and the Counties of Cumberland and York as Venue for any disputes between the parties.
- SEVERABILITY-** If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
- ACKNOWLEDGMENT-** The undersigned has read and fully understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

PRINTED NAME: _____ SIGNATURE: _____ Date: _____

Consent and Release on Behalf of Minor

FOR MINORS: I verify that I am the parent or legal guardian of the above named minor and have the authority to enter into this agreement and release on behalf of the above named minor. I have read and understand the agreement and agree to be bound by its terms and conditions. I understand that as a parent/guardian, I agree to indemnify the University of New England and all of the Indemnities as set forth in this agreement and release.

Signature of Parent/Legal Guardian Consent and Release on Behalf of the Minor.

PRINTED NAME: _____ SIGNATURE: _____ Date: _____

Emergency Contact Information

FULL NAME: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP CODE: _____ PHONE: _____