

Haverford College



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
CONCERNING PARTICIPATING IN ATHLETIC ACTIVITIES**

I, _____, hereby acknowledge that I have voluntarily elected to participate in the Haverford College _____ (insert name of EVENT)(the “EVENT”), to be held in and around the Campus of Haverford College on/from _____ (insert date). In consideration for being permitted by Haverford College (“COLLEGE”) to participate in the EVENT, I hereby acknowledge and agree to the following:

1. **VOLUNTARY PARTICIPATION:** I acknowledge that my participation in the EVENT is voluntary and that my decision to participate was made independently, without influence, coercion, or under duress.

2. **RULES AND REQUIREMENTS:** I agree to abide by and conduct myself in accordance with all of the COLLEGE’s policies, procedures, rules, and requirements, copies of which are available on request. I acknowledge that the COLLEGE has the right to terminate my participation in the EVENT if the COLLEGE decides, in its sole discretion, that my conduct in advance of or during the EVENT, or in any related activities after the EVENT, is in violation of any of the foregoing, is otherwise detrimental to the best interests of the COLLEGE and/or the EVENT participants, or for any other reason deemed appropriate in the COLLEGE’s sole discretion.

3. **INFORMED CONSENT:** I acknowledge my familiarity with the COLLEGE’s policies, procedures, rules and requirements and that as a participant in the EVENT, I will engage in physical activities, including but not limited to a thirty (30) minute lesson/activity on an educational topic (Creative Writing, Computer Science, Visual art, Reading Comprehension), led by either Haverford College professor or student, followed by a discussion topic focused on inclusivity and equity (diversity, universal respect, mental health awareness, activism, etc.) before being given access to the Haverford College gym for one hour of athletic instruction from Haverford Athletes and one hour of free play, and that as a result, I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only my own action or failure to act, but also as a result of the COLLEGE’s actions, inactions, negligence or fault and also as a result of the actions, inactions, negligence or fault of other EVENT participants or spectators, the condition of equipment used, facility conditions, weather conditions, and/ or negligent first aid operations and procedures. I further acknowledge and understand that there may be other risks not known to me, the COLLEGE, or others and which are not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility and that the COLLEGE has no responsibility or liability to me in the event of such occurrence.

4. **RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, ***HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE*** the COLLEGE, its governing board, directors, officers, employees, agents, volunteers, faculty, coaches, staff and any students (hereinafter referred to collectively as “Releasees”) for any and all liability, damage, harm or loss to me, my property or my person, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage, loss or death that I may suffer as a result of my participation in the EVENT, ***REGARDLESS OF WHETHER THE INJURY, PROPERTY DAMAGE, LOSS OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES, OR OTHERWISE, WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES OR ANY ADJUNCT LOCATION WHERE THE EVENT OCCURS OR IS BEING CONDUCTED.***

5. **ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my participation in the EVENT, which include activities such as practicing, observing, traveling to and from, and participating in the EVENT. I understand that there are risks attendant to physical activities and that there are potential dangers that may expose me to the risk of personal injuries, property damage, loss, or even death. I am aware that the EVENT can involve vigorous activity involving severe cardio-vascular stress and/or violent physical contact. I understand that the EVENT activities may involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage both currently and in the future, and serious injury to virtually all bones, joints, muscles, and internal organs, and that protective equipment may be inadequate to prevent such injuries. I further understand the EVENT may involve a particularly high risk of knee, head, and neck injury. In addition, I understand that participation in the EVENT involves activities incidental thereto, including, but not limited to, travel

to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I understand that these potential risks include, but are not limited to: travel to and from the COLLEGE via private vehicles, common carriers, and/or COLLEGE-owned vehicles, local transportation to and from the COLLEGE, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees, and other risks that are unknown at this time. ***I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF RELEASEES***, and assume sole and full responsibility for my participation in the EVENT.

6. **INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend, protect, and indemnify the Releasees from any and all liability, including any all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorney's fees) arising from any injury, property damage, loss or death that I may suffer as a result of my participation in the EVENT, ***REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE***.

7. **PERSONAL MEDICAL INSURANCE:** I understand, acknowledge and agree that while participating in the EVENT and its related activities, I am not covered or otherwise protected by any policy of insurance of the COLLEGE or any of the other Releasees, and I acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the EVENT, and that the COLLEGE may require me to provide proof of insurance prior to allowing my participation in the EVENT.

8. **CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I fully and firmly believe that I am both physically and mentally fit to participate in the EVENT and that I do not have any medical condition or history that could be aggravated by my participation in the EVENT or which is likely to lead to any injury to me as a result of my participation in the EVENT.

9. **MEDICAL CONSENT:** I understand and agree that Releasees may not have medical personnel available at the location of EVENT and I hereby agree that if there is a medical emergency requiring that I receive medical treatment, I authorize and consent to any x-ray, examination, and anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care required on an emergency basis and deemed necessary by COLLEGE personnel present at the EVENT for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

10. **CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

11. **SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE.

Signature of Participant

Date _____

PRINT -- Name of Participant

As the parent or legal guardian of the participant, you certify that (i) you are the parent or legal guardian of the participant and (ii) as such, on your behalf and on behalf of the participant, you agree to the terms of this release and waiver of liability.

Signature of Parent or Legal Guardian
(if the participant is under the age of 18 years old)

Date

HAVERFORD COLLEGE



(Insert Title of Activity/Program)
HEALTH FORM

Participant's Last Name: _____ Middle Initial: _____
First Name: _____ Preferred Name if Different: _____
Street Address: _____ City: _____ State: PA Zip: _____
Date of Birth (Month, Day, year): _____ Age: _____
Participant's Gender Identity: _____

Emergency Contact Information

Parent Name: _____ Home Phone: _____ Work Phone: _____ Cell: _____
Parent Name: _____ Home Phone: _____ Work Phone: _____ Cell: _____
Legal Guardian Name (if different from above): _____
Home Phone: _____ Work Phone: _____ Cell: _____

Insurance Information

Haverford College does NOT carry health/accident insurance for program participants. Parents and legal guardians should purchase health insurance for the participant.

Primary Policy Holder: _____ Insurance Company: _____
Policy Number: _____ Relationship to Participant: _____
Secondary Policy Holder (if applicable): _____ Insurance Company: _____
Policy Number: _____ Relationship to Participant: _____
Physician's Name: _____ Physician's Phone Number: _____

Allergies

Check those that apply to the Participant:

___ The Participant has no known allergies
___ The Participant is allergic to these food items: _____ Causes anaphylaxis: Yes or No (please circle)
Describe the reaction to this food and what is done to manage the symptoms:

___ The Participant is allergic to the following:

___ Latex
___ Topical Products
___ Other (please describe): _____

Dietary Restrictions

Please provide information on the Participant's food/diet restrictions:

Chronic Health Conditions

___ This Participant has no chronic health conditions.
___ This Participant has the following chronic health concerns:
___ Asthma ___ Diabetes ___ Fainting ___ Seizures ___ Other
Information about items above (additional information if needed):

Other Relevant Information

Please let us know anything you would like to share about the Participant that would enable us to support the Participant's well-being:

