

# The President and Fellows of Middlebury College Herein Known as Middlebury

## Activities - General Release and Covenant Not to Sue

*This is a release of your legal rights. Review this document carefully and make sure you understand it before signing. Please keep a copy for your records.*

**Name of Participant (PRINT):** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Name of Activity:** \_\_\_\_\_

**Name of Organizer:** \_\_\_\_\_

**Date and Time of Activity:** \_\_\_\_\_

**Location of Activity:** \_\_\_\_\_

I desire to participate in the above-listed Activity and I fully understand and appreciate the dangers, hazards and risks inherent in the Activity, in traveling to and from the Activity, and in any independent research or activities I undertake as part of the Activity, which dangers include, but are not limited to, serious injury, death, property damage, and

I understand that I am not required to participate in this Activity but I want to do so, despite the known dangers, hazards and risks. I hereby agree to abide by all rules and instructions governing this Activity. I hereby affirm that I have no health-related reasons or problems that preclude or restrict my participation in this Activity and that, if any develop prior to the start of the Activity, I agree to inform Middlebury about them prior to my being allowed to participate in the Activity.

I am not relying on Middlebury to supervise or control my participation in this activity, or to warn me of every possible danger associated with it, and I understand that I am solely responsible for assessing my own skill and ability to participate safely in this activity. Knowing the dangers, hazards and risks and in consideration for being allowed to participate, on behalf of myself, my family, estate, heirs, executors, administrators and assigns, I hereby accept all dangers, hazards and risks that may result from my participation in the Activity and I hereby release Middlebury, its employees and agents from any and all claims, suits and expenses for loss of or damage to my property and for any illness or injury to me, including my death, that may result from or occur during my participation in the Activity, whether caused by the negligence of Middlebury, its employees or agents, or otherwise, to the fullest extent allowed by law.

I further agree to indemnify and hold harmless Middlebury, its employees and agents, from all liability, claims, suits, and expenses that may arise out of my own negligent or intentional acts or omissions, while participating in the Activity, and I assume full responsibility for my own actions.

I HAVE CAREFULLY REVIEWED THIS "GENERAL RELEASE AND COVENANT NOT TO SUE" AND I HEREBY CONFIRM MY UNDERSTANDING OF ITS CONTENTS AND AGREE TO BE BOUND BY ITS TERMS AS A CONDITION OF MY PARTICIPATION IN THE ABOVE ACTIVITY.

I \_\_\_\_\_ AM \_\_\_\_\_ AM NOT 18 YEARS OF AGE OR OLDER. (Please check as appropriate.)

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Name (PRINT):** \_\_\_\_\_

(If participant is under the age of 18 years old, this must be signed by participant's parent or legal guardian.)