

MOUNT HOLYOKE COLLEGE
Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your/your child's ability to recover from the parties indicated below for injuries or losses you or your child may sustain as a result of using Mount Holyoke College Facilities.

Mount Holyoke College is a non-profit educational institution. References to Mount Holyoke College include Mount Holyoke College, its trustees, employees, volunteers, students, and participating organizations, agents and assigns, and anyone else participating in the activities described below.

I freely choose to participate in/authorize my child's participation in Mount Holyoke Basketball Camp ____ (Name of Group) program or activities on or about July/August, 2007____ (date or period of program) (henceforth referred to as the Program).

I understand that Mount Holyoke College is not an agent of, and has no responsibility for, any third party including without limitation any sponsor which may provide any services including food, lodging, travel, or any equipment associated with the Program.

The activities may include: _all basketball related activities, swimming and locker room use. Participating in any activity involves an acceptance of some risk of injury. I agree that my/my child's safety is primarily dependent upon my/my child taking proper care of myself/him or herself and avoiding any activity or behavior which would harm myself/him or herself or others. I agree to observe the rules and practices that may be posted or advised by Mount Holyoke College and those of my Group and to instruct my child to do so. I agree that if I or my child fail to act in accordance with this agreement I or my child may not be allowed to continue to participate in the activity.

Despite precautions, accidents and injuries can occur. I understand the activities I/my child may undertake may be potentially dangerous, and that I/my child may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- X Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not, temporary or permanent, including death, which may occur as a result of participating in an activity or contact with the environment, physical surroundings or other persons.
- X Death, injury or loss of or damage to my/my child's personal belongings arising out of participation in the Program or presence at or use of the facilities.
- X Death, injury or illness including food poisoning arising from the provision of food or beverage
- X Death, injury or illness caused by natural disaster or any other disturbances, and alteration or cancellation of Program activities due to such causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Program or the use of the facilities, equipment, or services in association with the Program, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that participating in this Program and use of the facilities at Mount Holyoke College is an acceptance of risk of injury.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of my child's and my use of the facilities, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, my child, our heirs, representatives, executors, administrators and assigns, and **HEREBY DO FOREVER RELEASE** Mount Holyoke College from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence

which I or my spouse, my child, our heirs, representatives, executors, administrators and assigns may now have, or have in the future against Mount Holyoke College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the facilities, equipment, or services in association with the Program howsoever the injury is caused, whether by the negligence of Mount Holyoke College or otherwise.

In consideration of my use of the facilities I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY, DEFEND AND HOLD HARMLESS Mount Holyoke College from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my child's or my use of the facilities, equipment, or services in association with the Program.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Program and the use of the facilities, equipment, or services in association with Program, and that I am voluntarily assuming all risks, whether known or unknown.

I understand that I will be solely responsible for any loss or damage, including death, which I or my child sustain or cause, whether in whole or in part, while participating in the Program and my use of facilities, equipment, or services in association with the Program, and that by this agreement I am relieving Mount Holyoke College of any and all liability for such loss, damage or death.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that my date of birth is _____ (month/day/year), and that my present age is _____, and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Mount Holyoke College permitting my/my child's use of the facilities, equipment, or services associated with the Program.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts. If any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at _____, _____ this day of _____, _____.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Parent Signature: _____

Date: _____ day/month/year

Name Printed: _____

Parent Signature: _____

Date: _____ day/month/year

Name Printed: _____

Address / Tel. No.: _____

Witness: _____

Witness Name Printed: _____

Address: _____

Both parents must sign unless signing parent is legally appointed sole guardian. Sole parent signatures need not be notarized but must be witnessed.