

**Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue**  
Mount Holyoke College Intramural Sports

**This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participation in the Mount Holyoke Intramural Sports.**

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

I freely choose to participate in Intramural Sports, including \_\_\_\_\_ (list sports) during the 2005-2006 school year (henceforth referred to as the Intramurals). I expressly agree and assert that I am not participating as an employee of Mount Holyoke College, and understand that no workers' compensation benefits would apply to any injury or accident I may have while participating in the Intramurals.

I understand that the Intramurals activities may include self-selected sports activities, named above. I understand that Mount Holyoke College is not an agent of, and has no responsibility for, any third party including without limitation any sponsor who may provide any services including food, lodging, travel, or any equipment associated with the Intramurals.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what personal equipment is required (such as footwear, clothing, and other personal equipment) and provide the proper personal equipment for my participation in the Intramurals, and to ensure that it is in good and suitable condition. I agree to ask questions to make sure that I know how to safely participate in the activities. I agree to observe all rules and practices for the group set forth by the Intramurals captain. I agree to advise the Intramurals captain or her designee immediately if I do not believe I can safely continue in the activity. I agree to reduce the risk of injury to myself and/or others by limiting my participation to reflect my personal fitness level, wearing the proper protection as dictated by the activity, not wearing any thing that would pose a hazard in the pursuit of the activity, not ingesting or using any substance during the activity which could pose a hazard to myself or others. I agree that if I fail to act in accordance with this agreement I may not be permitted to continue to participate in the activity.

Despite precautions, accidents and injuries can occur. I understand that sports, travel and other activities the Intramurals may undertake may be potentially dangerous, and that I may be injured and/or lose or damage personal property as a result of participation in the Intramurals. Therefore **I, ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- X Death, drowning, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury, joint trauma, broken bones, other muscular-skeletal injury, or illness, of any nature whether severe or not, temporary or permanent which may occur as a result of participating in the Intramurals, from contact with physical surroundings, equipment or other persons,
- X Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority
- X Theft or loss of personal property during the Intramurals or any Intramurals related travel
- X Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events
- X Alteration including delay, extension or cancellation of the Intramurals due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes

I further acknowledge that the above list is not inclusive of all possible risks associated with the Intramurals or the use of facilities, equipment, or services in association with the Intramurals 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 Intramurals is an acceptance of risk of injury.

**I authorize Mount Holyoke College to act on my behalf in the event of a medical emergency.**

**Release from Liability, Indemnification Agreement and Covenant Not to Sue**

In consideration of my participation in the Intramurals, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, 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, 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 participation in the Intramurals and/or the use of facilities, equipment, or services in association with the Intramurals howsoever the injury is caused, whether by the negligence of Mount Holyoke College or otherwise.

In consideration of my participation in the Intramurals I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY 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 participation in the Intramurals and my use of facilities, equipment, or services in association with the Intramurals.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Intramurals and the use of facilities, equipment, or services in association with Intramurals, 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 sustain or cause, whether in whole or in part, while participating in the Intramurals and my use of facilities, equipment, or services in association with the Intramurals, 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 I am 18 years or older 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 participation in the Intramurals and my use of facilities, equipment, or services associated with the Intramurals.

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 waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at \_\_\_\_\_, \_\_\_\_\_ this day of \_\_\_\_\_, 2005.

**IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day/month/year

Name Printed: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness Name Printed: \_\_\_\_\_

Address: \_\_\_\_\_

Signatures need not be notarized but must be witnessed