

**Dartmouth College** 

## IMPORTANT: THIS IS A LEGALLY BINDING DOCUMENT. BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN RIGHTS, INCLUDING THE RIGHT TO BRING A LAWSUIT IF YOUR CHILD IS INJURED WHILE PARTICIPATING IN THIS ACTIVITY. <u>PLEASE READ THIS DOCUMENT</u> <u>CAREFULLY.</u>

## ACKNOWLEDGMENT & ASSUMPTION OF RISK, HOLD HARMLESS AGREEMENT, RELEASE AND WAIVER OF LIABILITY

In consideration of my child's participation in Club Sports [including transportation to and from said activities] (hereafter referred to as the Activity) the undersigned, as parent/guardian for the below noted minor, acknowledges and willingly agrees that:

- 1. My child is enrolling in the Activity voluntarily and with my permission.
- 2. My child is physically able to participate in the Activity.
- 3. I acknowledge and fully understand that the Activity involves risk of injury, including serious and/or permanent physical injuries and death which might result not only from my child's actions, inactions or negligence, but also the actions, inactions or negligence of others, including the **Trustees of Dartmouth College**, its officers, servants, agents, employees and volunteers, (hereafter referred to as "releasees"), the environmental conditions or the equipment used.
- 4. I accept personal responsibility for the damages following such injury, permanent disability or death, including those resulting from the negligence of the releasees.
- 5. I knowingly and freely assume all risks, both known and unknown, even those arising from the negligent acts or omission of others and assume full responsibility for my child's participation.
- 6. I further hereby agree to indemnify and save and hold harmless the releasees, from any loss, liability, damage or costs they may incur due to my child's participation in this activity, whether caused by the negligence of any or all of the releasees, or otherwise.
- 7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, waive, discharge and covenant not to sue the **Trustees of Dartmouth College**, its officers, servants, agent, employees and volunteers, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by my child, or to any property belonging to my child, whether caused by the negligence of the releasees, or otherwise, while participating in this activity.
- 8. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that I have read the foregoing release, fully understand it, and sign it voluntarily as my own free act and deed; that no oral representation, statements or inducements, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years of age and fully competent; and that I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Parent/Guardian's Signature:	Date:		-
Parent/Guardian's Name Printed:		-	
Minor's Name Printed:		_	