

All University of New England Activities

Date of Activity: _____

Activity: _____

Participant Emergency Contacts: In an emergency, I would like UNE to Call:

Name: _____ **at Phone #** _____

Name: _____ **at Phone #** _____

Assumption of Risk, Indemnification, Waiver and Release from Liability

In consideration of my participation in University of New England programs and my associated use of the property, facilities, transportation and/or services of the University of New England (each and collectively the "Activity"), I

_____ agree as follows:

- 1. RISK FACTORS-** I understand and acknowledge that my participation in the Activity involves risks including, but not limited to the following: risk of property damage, illness from exposure to infectious diseases, tick or insect borne diseases or infection, injury, including serious and permanently incapacitating injury and possibly, however unlikely, death, motor vehicle accidents, injury caused by third-parties, or drowning. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, from weather conditions, or from the unavailability of emergency medical care.
- 2. ASSUMPTION OF RISK-** I voluntarily assume responsibility for all risks of loss or damage or injuries, including those risks outlined in Section 1 above, that I may suffer or to property I own or in my custody in the course of my participation in the Activity, whether sustained or suffered at any premises under the control of UNE or at any other premises not under the control of UNE or when in route to or from all such places or premises by any means of traveling.
- 3. ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES-** I acknowledge reading and knowing all policies and procedures relating to the Activity and understand that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. I further understand and agree that UNE, in its sole discretion, may remove me from the Activity and premises. I further agree that I must comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation in the Activity, I will remove myself from participation and will immediately bring such hazard(s) to the attention of the nearest UNE staff member.
- 4. PREREQUISITE SKILLS-** I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities, and to participate in the Activity. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or participate in the Activity itself, then I shall direct such questions to the nearest UNE staff member.
- 5. WAIVER-** I waive any and all claims that may arise against the University of New England and all of its Officers, Trustees, Directors, Employees, and Agents (RELEASEE(S)) as a result of my participation in the Activity, including but not limited to claims alleging negligence. I further agree to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which I do not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims. I agree for myself and my successors that should I, or my successors, assert a claim in contravention of this Agreement, I, or my successors, shall be liable for the expenses incurred (including legal fees) incurred by the Releasee or Releasees in defending, unless the Releasee or Releasees are financially adjudged liable for such claim for willful and wanton negligence.
- 6. INDEMNIFY AND DEFEND- RECOGNIZING THE RISKS INVOLVED IN MY PARTICIPATION IN THE ACTIVITY, BY SIGNING BELOW, I DO HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY OF NEW ENGLAND AND ALL OF ITS OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGES, DEBTS, DEMANDS, SUITS, ACTIONS, EXPENSES (INCLUDING LEGAL FEES) INCURRED BY ARISING OUT OF, ATTRIBUTABLE TO, OR RELATING TO MY PARTICIPATION IN THE ACTIVITY WHETHER THE SAME ARE CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNITEES OR BY MY NEGLIGENCE. I SHALL ACCEPT FINANCIAL RESPONSIBILITY FOR ANY INJURY OR DEATH THAT I MAY CAUSE EITHER TO MYSELF AS WELL AS INJURY OR DEATH TO ANY OTHER PARTICIPANT IN THE ACTIVITY CAUSED BY MY ACTIONABLE NEGLIGENCE OR OTHER WRONGFUL CONDUCT.**

7. **PARENT OR GUARDIAN INDEMNIFY UNIVERSITY – IN THE EVENT THE PARTICIPANT IS A MINOR, THE MINOR’S PARENT OR GUARDIAN, BY SIGNING BELOW, AGREES TO INDEMNIFY AND DEFEND THE UNIVERSITY OF NEW ENGLAND, AND ALL OF ITS OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES, AND AGENTS (“INDEMNITEES”) IN THE EVENT THE PARTICIPATING MINOR CONTRAVENES THIS AGREEMENT AND/OR BRINGS SUIT AGAINST THE UNIVERSITY OF NEW ENGLAND IN VIOLATION OF THIS AGREEMENT.**
8. **PAY-** I agree to pay for any and all damages to any property or Indemnitee caused by me negligently, willfully or otherwise.
9. **CONSENT FOR EMERGENCY TREATMENT-** As a participant in the Activity, I hereby consent to medical treatment in a medical emergency where I am unable to consent to such treatment.
10. **INSURANCE-** I understand that the University of New England does not carry participant insurance and that I will be solely responsible for any medical, health or personal injury costs relating to my use of the property, facilities and/or services of the University of New England or participating off-site locations. I further understand that I am encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.
11. **JURISDICTION-** This Assumption of Risk, Waiver, and Release from Liability Agreement shall be governed in all respects by the laws of the State of Maine. The parties agree to use the State of Maine for Jurisdiction and the Counties of Cumberland and York as Venue for any disputes between the parties.
12. **SEVERABILITY-** If any term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
13. **ACKNOWLEDGMENT-** I have read and fully understand this agreement and realize it relates to surrendering and releasing valuable legal rights and I do so freely and voluntarily.

This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees.

PRINTED NAME: _____ SIGNATURE: _____ Date: _____

Consent and Release on Behalf of Minor

FOR MINORS: I verify that I am the parent or legal guardian of the above named minor and have the authority to enter into this agreement and release on behalf of the above named minor. I have read and understand this agreement and agree to be bound by its terms and conditions. I understand that as a parent/guardian, I agree to indemnify the University of New England and all of the Indemnitees as set forth in this agreement and release.

Signature of Parent/Legal Guardian Consent and Release on Behalf of the Minor.

PRINTED NAME: _____ SIGNATURE: _____ Date: _____