

PARTICIPATION AND USE AGREEMENT, WAIVER & RELEASE OF LIABILITY

THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS IN WHICH YOU ASSUME ALL RISKS. PLEASE READ THIS AGREEMENT FULLY AND CAREFULLY BEFORE SIGNING.

This Participation and Use Agreement, Waiver & Release of Liability (“Agreement”) is entered into between Ursuline College, it’s members, trustees, officers, employees, representatives, volunteers, agents, insurers, attorneys, successors, and assigns (collectively referred to as the “Released Parties”) and the undersigned Participant (“Participant”).

In consideration of Participant’s attendance at and/or participation in activities and programs hosted or sponsored by Ursuline College, whether on- and off- campus (“UC Activities & Programs”), Participant acknowledges and agrees as follows:

Participant fully understands and appreciates the significant dangers, hazards, and risks associated with every facet of Participant’s attendance at and/or participation in UC Activities & Programs, including all forms of travel to and from UC Activities & Programs. These dangers, hazards, and risks include: property damage, illness, bodily injury, disability, loss of limb, and death. Participant agrees to assume all such dangers, hazards, and risks associated with Participant’s attendance at and/or participation in UC Activities & Programs. Participant further acknowledges and understands that Ursuline College does not require Participant to attend or participate in UC Activities & Programs, but that Participant wishes to do so voluntarily, despite the possibility of such dangers, hazards and risks, and despite carefully reading and executing this Agreement. Participant also understands that while Ursuline College is not responsible for providing Participant with transportation to or from UC Activities & Programs, if Ursuline College chooses to provide such transportation upon Participant’s request, Participant fully accepts and assumes all dangers, hazards, and risks associated with such transportation. Participant does hereby knowingly, voluntarily, irrevocably, and unconditionally release, waive, hold harmless, acquit, and forever discharge the Released Parties from and against any and all claims, demands, grievances, promises, controversies, complaints, judgments, actions, causes of actions, obligations, liabilities, losses, debts, damages, expenses, attorneys’ fees and costs, suits at law or in equity of any nature whatsoever (collectively referred to hereafter as “Claims”) that Participant may have or may hereafter accrue to Participant’s benefit, which arises out of or in any way is in relation to Participant’s attendance at and/or participation in UC Activities & Programs. Participant agrees that if Participant or any person on behalf of Participant pursues one or more Claims against any of the Released Parties, Participant will indemnify and hold harmless each and all of the Released Parties from and against any and all Claims pursued.

Participant understands that Ursuline College does not have medical personnel ready and available at UC Activities & Programs, whether they occur on- or off- campus. Participant does hereby grant Ursuline College permission to authorize emergency medical treatment for Participant, if necessary, and that such action by Ursuline College shall be subject to the terms of this Agreement. Participant further understands and agrees that the Released Parties assume no responsibility or liability for any harm, illness, bodily injury, disability, loss of limb, or death which might arise out of or in connection with such authorized emergency medical treatment. Participant understands that this Agreement covers all Claims arising in whole or in part by any act or omission of the Released Parties in connection with Participant’s attendance at and/or participation in UC Activities & Programs, including but not limited to claims of negligence, gross negligence, expressed or implied warranty, failure to supervise a minor, negligent or gross negligent rescue operations, first aid or emergency care.

Participant understands and agrees that this Agreement is intended to be as broad and inclusive as permitted under applicable law and shall be governed by the laws of the State of Ohio. In the event of a dispute, the exclusive jurisdiction and venue for any lawsuit arising out of such dispute shall be the state or federal court located in Cleveland, Ohio. If any provision of this Agreement is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision omitted.

I ATTEST THAT I AM FULLY COMPETENT TO ENTER INTO THIS AGREEMENT AND THAT I AM FULLY AWARE THAT BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN LEGAL RIGHTS THAT I, ON BEHALF OF MYSELF AND MY HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AGENTS AND ASSIGNS, MAY HAVE AGAINST THE RELEASED PARTIES.

(Please Check the Appropriate Box)

ACTIVITY/ PROGRAM: Camp/Clinic Use of Fitness Center/Gym
 Other UC Activities and/or Programs (Please List) _____

PARTICIPANT: Age _____ Date of Birth _____

 Printed Name

 Signature

 Date

 Address

Please sign and return to the Appropriate Ursuline College Official