ASSUMPTION OF RISK, AUTHORIZATION AND RELEASE AGREEMENT FOR PARTICIPATION IN CLUB AND INTRAMURAL SPORTS

The parties to this Release are _____________________ (Participant), _____________________ (Participant’s parents or legal guardian if Participant is under age eighteen, all referred to hereafter jointly and severally as “Participant”) and the Trustees of the Stevens Institute of Technology (“Stevens” or the “University”).

The Participant has chosen to participate in Club and/or Intramural Sports (referred to hereafter as “the Activity”).

In consideration for Stevens permitting the Participant to participate in the Activity, the Participant agrees as follows:

1. **Charitable Purpose.** Participant acknowledges and agrees that the University has organized this Activity in connection with its charitable mission and that Participant is a beneficiary of that mission.

2. **Assumption of Risk.** Participant recognizes and understands that participation in the Activity, including but not limited to travel, may expose Participant to danger and risk of injury, which may range in severity from minor injuries to long-term or catastrophic injuries, including paralysis and death. Knowing the hazards, risks and dangers of the Activity including but not limited to falls; over-exertion; effects of weather; contact with other participants; musculoskeletal injuries; and head, neck, spinal cord and/or brain injury, Participant acknowledges and agrees that participation in the Activity is at Participant’s own risk. Participant understands that such risks exist during all aspects of participation, including but not limited to training or conditioning sessions, practices, and competitions.

In addition to the risks listed above, which exist for all athletic activities, the following are risks increased by the nature of certain activities:

- For aquatic activities (including but not limited to swimming and boating), Participant understands that specific risks include cramping, intake of water, and drowning.

- For contact sports (e.g., wrestling, basketball, lacrosse, soccer, baseball, softball, field hockey, ice hockey, rugby and frisbee), Participant understands that the risk of injury is increased by the nature of the contact and collision that exists in the sport.

- For sports involving objects traveling at a high rate of speed (e.g., baseball, softball, tennis, volleyball, golf, field hockey, ice hockey, lacrosse, track and field, archery, rugby, frisbee, and paintball), Participant understands that the impact of such objects against the body could produce injury.

- For the sport of fencing, Participant understands that the use of blades for thrusting and slashing movements could cause injury and also understand that blades may be subject to breakage increasing the risk of injury.
- For running, cycling, skiing, snowboarding, hiking, and equestrian sports, Participant understands that traversing uneven terrain or obstacles may cause a fall or injury.

- For equestrian sports, Participant understands that risk of injury is increased by the potential for falls or erratic movement by the horse.

Participant understands and acknowledges that protective equipment must be worn properly for athletic activities as appropriate. Participant understands and acknowledges that if Participant has a question or is concerned about the proper use, fit, or condition of any equipment, Participant is responsible for immediately addressing such concerns with the Director of Campus Recreation.

Participant specifically agrees to assume all of the risks and responsibilities surrounding Participant’s participation in athletic activities at Stevens, including but not limited to the use of any Stevens’ equipment or other property.

3. Physical Condition and Ability. Participant attests that Participant is in good physical condition and is physically capable of engaging in the Activity. Participant understands that Stevens does not screen participants for illness, injuries, allergies or other medical conditions which would prevent or limit participation in any activity. It is the responsibility of Participant to evaluate the Participant's ability to participate in any and all activities. Participant acknowledges and agrees that s/he has responsibility for preventing potential injuries including, but not limited to, by exercising judgment in calibrating activities to his/her individual level of ability, knowing how to use any equipment prior to use, knowing how to perform any exercise activities with proper form, ceasing activities and seeking medical treatment if a potential injury occurs, and complying with medical recommendations.

4. Release, Hold Harmless and Indemnification. Participant agrees and hereby does release and hold harmless Stevens and its trustees, officers, directors, employees, agents, representatives, students, and insurers, and each of their respective successors and assigns (collectively, “Released Parties”), both in their personal and official capacities, from any and all liability for any harm, injury, damage, claim, demand, or cause of action of any kind or nature that may be brought by or on behalf of the Participant, any member of Participant’s family, Participant’s heirs, administrators, beneficiaries, and personal representatives, and any of their respective successors or assigns (“Releasing Parties”), arising out of any and all known or unknown, foreseen or unforeseen, physical, emotional or other personal injuries, damages to or loss of property, and any consequences thereof which may be sustained by Participant or other Releasing Parties arising out of or in connection with the Activity. Participant agrees to and hereby does indemnify, defend and hold harmless the Released Parties from any action, claim or demand that Participant or any other Releasing Party have or may have arising out of or in connection with Participant’s participation in the Activity. Furthermore, Participant agrees to and hereby does indemnify Stevens for any injuries, damages, or losses to others or to the premises, facility, or equipment of the University caused by Participant. Such indemnifications shall include costs and expenses incurred by Stevens, including reasonable attorneys' fees.

5. Consent to Treat. If Participant should suffer an injury or illness during the Activity, Participant authorizes the employees, agents, or other representatives of the University to use their discretion to administer or authorize emergency medical treatment and/or to transport or to have Participant transported to a medical facility and Participant acknowledges that the Released Parties assume no responsibility or liability for any injury or damage which might arise out of or in connection with such medical response or treatment and any such action(s) related thereto shall be subject to the release in paragraph 4 above. Participant further understands and agrees that any such treatment will be Participant’s sole financial responsibility.

6. Compliance with Rules. Participant understands and agrees to abide by all policies, rules and regulations of Stevens, including any directions of Stevens’ staff in connection with the Activity.
Participant shall not engage in inappropriate conduct including but not limited to the use of physical, sexual, or verbal violence or harassment.

7. **Termination.** Participant understands that Stevens may, in its sole discretion, terminate Participant’s ability to participate in the Activity at any time. Reasons for termination may include, but are not limited to, inappropriate conduct or other behavior or health or safety considerations.

8. **Governing Law and Venue.** Any action arising out of this Agreement or Participant’s participation in the Activity shall be construed in accordance with, and governed by, New Jersey law. The exclusive venue for any action arising out of this Agreement shall be the federal or state courts located in Newark, New Jersey and the County of Hudson, New Jersey.

9. **Construction and Scope of Agreement.** The terms and provisions of this Agreement are acknowledged by the parties to be required for the reasonable protection of the other. If any of the provisions, terms, clauses, or waivers or releases of claims or rights contained in this Agreement are declared unlawful, unenforceable, or ineffective in a legal forum of competent jurisdiction, then such provisions, terms, clauses, or waivers or releases of claims or rights shall be deemed severable, such that all other provisions, terms, clauses, and waivers and releases of claims or rights contained in this Agreement shall remain valid and binding upon the parties. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable. The language of all parts of this Agreement shall in all cases be construed according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant has read the foregoing provisions and understands that s/he is signing a complete release and bar to any claims as defined above.

Participant Signature: __________________________ Date: ______________

Printed Name: __________________________ Date of Birth: ______________

**Required if Participant is under age eighteen:**

Parent/Guardian Signature: __________________________ Date: ______________

Printed Name: __________________________ Telephone: ______________

**PLEASE RETURN ALL PAGES OF THE SIGNED DOCUMENT**

Last updated: 10/21/2014