

# AQUINAS COLLEGE

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Event/Activity: \_\_\_\_\_

Event Date(s): \_\_\_\_\_ Location: \_\_\_\_\_

### Acknowledgment of Risk

I, the undersigned participant (or parent/guardian if under 18), acknowledge that participation in the above-referenced activity involves inherent risks, including but not limited to injury, illness, property damage, and other unforeseen hazards. These risks may result from my own actions, the actions of others, the condition of equipment or facilities, weather, or other causes.

**I understand and voluntarily accept all such risks, both known and unknown, even if arising from the negligence of the Released Parties (as defined below).**

### Assumption of Risk

I voluntarily choose to participate in the activity and assume full responsibility for any and all risks of bodily injury, illness, death, or property damage arising out of or related to my participation.

### Release of Liability

In consideration for being allowed to participate, I hereby release, waive, and discharge **Aquinas College**, its officers, employees, agents, volunteers, and affiliates ("Released Parties") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury that may be sustained by me or my property while participating in or traveling to/from the activity, whether caused by the negligence of the Released Parties or otherwise, to the fullest extent permitted by law.

### Hold Harmless

I agree to **hold harmless, defend, and indemnify** the Released Parties from and against any and all claims, liabilities, losses, damages, costs, or expenses (including attorney's fees) that may arise out of or relate to my participation in the activity, including claims brought by third parties, except to the extent caused by the gross negligence or willful misconduct of the Released Parties.

### Medical Treatment

I consent to receive emergency medical treatment deemed necessary during my participation and agree to be responsible for any resulting costs.

### Severability

If any portion of this agreement is held invalid, the remainder shall continue in full force and effect.

### Acknowledgment and Signature

I have read and fully understand this Assumption of Risk and Release of Liability. I am signing it freely and voluntarily. I understand that by signing, **I am giving up substantial legal rights** I or my heirs may have including the right to sue and agree to be bound by its terms.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

*If participant is under 18:*

Parent/Guardian Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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