



SPORTS DEVELOPMENT OFFICE

LIABILITY RELEASE FORM

In consideration of being allowed to participate in the **OPEN TRYOUTS FOR EACC NCAA SOUTH VARISTY TEAM** \_\_\_\_\_ **at** \_\_\_\_\_ *to be held on* \_\_\_\_\_

I hereby understand and agree to this release of liability, waiver of legal rights, and assumption of risk and to the terms hereof as follows:

- 1) I understand that by participating in such an activity as listed above I am subject to mishap and even injury, including the possibility of permanent paralysis and death. I further understand and acknowledge that this activity may have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY, KNOWINGLY, WILLINGLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING, WHETHER OR NOT CAUSED BY THE ALLEGED ORDINARY OR GROSS NEGLIGENCE OR OTHER ALLEGED TORT OR BREACH OF CONTRACT OR OTHER THEORY OF LIABILITY OF THE RELEASED PARTIES.
- 2) If I should sustain any injuries as a result of my inclusion of the event, I fully and forever WAIVE, RELEASE and DISCHARGE Emilio Aguinaldo College Cavite, its officers and members and any agents or employees and all other affiliated persons and entities from any and all claims, demands, damages, rights of action, or causes of action, present or future, known or unknown, arising from these injuries, including but not limited to injuries resulting from the tortious conduct or other theory of liability of Emilio Aguinaldo College Cavite, its officers, members, agents or employees, other participants or third parties.
- 3) I further agree that I WILL NOT SUE OR MAKE CLAIM against the released parties for damages or other losses sustained as a result of any injury or death that I sustain from my participation in the *event and that I waive all rights to a fair trial and that these covenants shall bind my survivors and heirs.*
- 4) I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorney's fees, incurred in connection with any claims brought against them as a result of my alleged tortious conduct or for any enforcement of my commitments, provisions and covenants herein.
- 5) I understand that the school is the sponsor of this event and that Emilio Aguinaldo College is a self-directed, self-governed and self-financed entity and that the institution and its members are not vicariously or directly liable for the said school or any of its members, officers, agents or representatives. I also understand that the school president, board of directors and trustees and its administrative officers, and all other affiliated entities and all employees, officers, directors, agents and representatives are NOT involved in this event and are not participating in or overseeing, approving, or disapproving this event and that those entities do not function in that capacity in relation to the school or its activities and are NOT sponsors.
- 6) I declare that I am physically and mentally fit to participate in this activity.
- 7) I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND WITHOUT DURESS.

Signature of Participant: \_\_\_\_\_

Full Name and ID Number of Participant: \_\_\_\_\_

(Please Print)

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

Name and Signature of Parent / Guardian: \_\_\_\_\_

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