

Release and Indemnity Agreement

Middlebury College

Function: _____

Location: _____

Assumption of Risk

I, _____, acknowledge that I am a willing participant in all of the activities associated with the program named above, and that my participation is not required or compelled in any way by Middlebury College. I understand that participation in the activities carries with it certain inherent risks that may not be eliminated even when care is taken to avoid injury. The risks include but are not limited to _____.

The risks may vary from this list, but in any case range from minor injuries such as scrapes, scratches, bruises and sprains, to major injuries such as eye injuries or loss of sight, joint or back injuries, heart attack or concussion, and to catastrophic injuries including paralysis and/or death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in these activities and programs. I hereby assert that my participation is entirely voluntary, and that I knowingly assume all such risks. In addition, I agree that Middlebury College assumes no responsibility for my personal belongings for the duration of the program.

Release, Indemnification and Hold Harmless:

I also agree, for myself, my heirs and my personal representative(s) to release Middlebury College and its trustees, agents and employees, including student leaders of such activities, from any and all liability for damage to personal property, or for personal injury of any kind, including death, which may result from the inherent risks of my participation in the activity. I further waive any and all such claims, and agree to indemnify and hold Middlebury College and its trustees, agents, and employees, including student leaders of such activities, harmless from and against any and all claims that may be made against them as a result of injury to me or damage to my property.

Severability

I also expressly agree that the foregoing waiver, release, and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law in the State of Vermont, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver and release of liability and assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend the agreement by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature

Date

If you are under the age of 18:

Parent or Guardian Signature

Date: _____

Parent or Guardian Signature

Date: _____