

The President and Fellows of Middlebury College Herein Known as Middlebury

General Release and Covenant Not to Sue for Physical but Non-Sport Activities

This is a release of your legal rights. Review this document carefully and make sure you understand it before signing. Please keep a copy for your records.

Name of Participant (PRINT): _____

Telephone No.: _____ **Address:** _____

Name of Activity: _____

Name of Organizer: _____

Academic Year (e.g. 2011-2012, Summer 2012, etc.): _____

I desire to participate in the above-listed Activity. I understand, fully appreciate, and am willing to accept the dangers, hazards and risks inherent in the Activity, including traveling to and from the Activity, and in any independent research or activities I undertake as part of the Activity, which dangers include, but are not limited to, the possibility of injury or illness, including serious injury, paralysis or death, as well as property damage.

Supplemental information about dangers, hazards and risks specific to this Activity HAS
 HAS NOT been provided to me. **[Please mark as appropriate.]**

I understand that I am not required to participate in this Activity but I want to do so, despite the known dangers, hazards and risks. I hereby agree to abide by all rules and instructions governing this Activity. I hereby affirm that I have no health-related conditions that preclude or restrict my participation in this Activity and I agree that, if any such conditions develop prior to the start of the Activity, I will inform Middlebury about them prior to my being allowed to participate in the Activity. I also affirm that I have adequate health insurance to provide for and pay for any medical costs incurred as a result of my participation in this Activity.

I am not relying on Middlebury to supervise or control my participation in this Activity, or to warn me of every possible danger associated with it. I understand I am solely responsible for assessing my own skills and abilities to participate safely in this Activity. Knowing the dangers, hazards and risks and in consideration for being allowed to participate, on behalf of myself, my family, estate, heirs, executors, administrators and assigns, I hereby accept all dangers, hazards and risks that may result from my participation in the Activity and I hereby release Middlebury, its employees and agents from any and all claims, suits and expenses for loss of or damage to my property and for any illness or injury to me, including my death, that may result from or occur during my participation in the Activity, whether caused by the negligence of Middlebury, its employees or agents, or otherwise, to the fullest extent allowed by law.

I further agree to indemnify and hold harmless Middlebury, its employees and agents, from all liability, claims, suits, and expenses that may arise out of my own negligent or intentional acts or omissions, while participating in the Trip, and I assume full responsibility for my own actions.

I HAVE CAREFULLY REVIEWED THIS "GENERAL RELEASE AND COVENANT NOT TO SUE" AND I HEREBY CONFIRM MY UNDERSTANDING OF ITS CONTENTS AND AGREE TO BE BOUND BY ITS TERMS AS A CONDITION OF MY PARTICIPATION IN THE ABOVE ACTIVITY.

I AM AM NOT 18 YEARS OF AGE OR OLDER. (Please check as appropriate.)

Participant Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____

Parent/Guardian Name (PRINT): _____

(If participant is under the age of 18 years old, this must be signed by participant's parent or legal guardian.)