

PRESIDENT AND FELLOWS OF MIDDLEBURY COLLEGE

RELEASE OF LIABILITY

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

I, _____, acknowledge that I am no longer a student of the President and Fellows of Middlebury College (hereinafter referred to as "Middlebury"), but I still desire to participate in _____ ("Activity"). I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in travelling to and from the Activity, and in any independent study, research or activities I undertake as part of the Activity, which dangers include, but are not limited to, serious injury, death, and property damage.

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 reasons or problems that preclude or restrict my participation in this Activity and that, if any develop prior to the start of the Activity, I agree to inform Middlebury about them prior to my participation in the Activity.

I am not relying on Middlebury to supervise or control my participation in this Activity, or to warn me of possible dangers associated with it, and I understand that I am solely responsible for assessing my own skill and ability to participate safely in this Activity. I agree to exercise my best judgment and I recognize that Middlebury cannot guarantee my safety or security. Knowing the dangers, hazards, and risks, and in consideration of my participation, 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, discharge, and waive Middlebury, its employees and agents, from any and all rights, claims, suits, and expenses for loss of, or damage to, my property, and/or violation of civil rights arising in connection with the Activity, 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 Activity, and I assume full responsibility for my actions.

I also recognize that I assume an important personal obligation to conduct myself in a manner compatible with international, national, state, and local laws and policies, and with Middlebury policies for personal conduct. I promise to act responsibly and will become informed of, and will abide by, all such laws, policies and standards. I will comply with Middlebury's rules, standards and instructions for participant behavior. I agree that Middlebury may enforce the standards of conduct described above, in its sole judgment, and that any violation of these standards or for

any behavior detrimental to or incompatible with the interest, harmony, and welfare of Middlebury, could result in the termination of my Activity. I agree that if my Activity is terminated, I will be solely responsible for all expenses incurred up to the time of termination and for all expenses incurred in returning to my point of origin. I acknowledge that, should I decide to return home before my scheduled return because of security, health, or other concerns, I am responsible for paying all additional costs related to my early return.

I understand and agree that if any portion of this Agreement is deemed unenforceable, all other provisions will remain in full force and effect. I understand and agree that no oral representations or statements by Middlebury or its representatives will effectively alter the acknowledgments, agreements and representations stated above.

I HAVE CAREFULLY REVIEWED THIS AGREEMENT 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 ACTIVITY. I AFFIRM THAT I AM 18 YEARS OF AGE OR OLDER.

Participant Signature: _____ Date: _____