

UNIVERSITY OF THE DISTRICT OF COLUMBIA

**PARTICIPATION RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("Agreement")**

Name of Activity: \_\_\_\_\_

Date(s) of the Activity: \_\_\_\_\_

I, \_\_\_\_\_ (Name of Participant), have voluntarily agreed to participate in the above identified Activity sponsored by the University of the District of Columbia (hereinafter "UDC"). **In consideration of being able to participate in the Activity, I acknowledge and agree to the following:**

**VOLUNTARY PARTICIPATION:** I acknowledge that my participation in the Activity is completely voluntary. I understand and agree that I shall abide by the rules and requirements for participating in the Activity and decisions of UDC with respect to the Activity. UDC reserves the right to terminate my participation in the Activity if I behave in a manner that is disruptive, unsafe, or for any other reason that detracts from the Activity. I certify that there are no health-related reasons or problems which preclude my participation in the Activity. There are no physical, emotional or mental issues or limitations associated with my participation in the Activity except as disclosed by me in writing to UDC's Activity coordinator prior to my participation in the Activity.

**INFORMED CONSENT AND ASSUMPTION OF RISKS:** I understand that the Activity may cause physical injury and I am fully aware of the risks and hazards involved. I understand that I may sustain serious personal injury, illness, or even death as a consequence of the actions, inactions or negligence of others, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness or death that I may sustain by any means in connection with participation in the Activity is my sole responsibility. There are potential risks incidental to my participation in the Activity, some which include the use of paint and operation of daily household tools and yard equipment, weed eaters, mowers, heavy power equipment and other products, tools and equipment which may be dangerous and which may expose me to the risk of personal injury, or even death. Understanding that there are risks involved, I voluntarily agree to participate in the Activity. I acknowledge and assume full responsibility for my participation in the Activity, assume the risks involved in the Activity and for any injury, illness, death, monetary loss, property damage or otherwise in connection with and resulting from such participation.

**DISABILITY ACCOMMODATIONS:** If I need an accommodation for a disability or need a language interpreter, I shall make the appropriate request to the Activity Coordinator, a minimum of two weeks prior to my participation in the Activity, so that the UDC may consider a reasonable accommodation.

**HEALTH/SAFETY:** I understand and agree that the UDC is not obligated to attend to any of my medical needs during the Activity. If during the Activity, I require medical treatment or hospital care, the UDC is not responsible for the care, costs or quality of such treatment. I agree that the UDC may, but is not obligated to, take any actions it considers necessary under the circumstances regarding my health and safety. I further agree to pay all expenses relating thereto and release the UDC from any liability for any actions it may take.

**PHOTO RELEASE:** I understand and agree, that during the Activity, I my property, my name, likeness, image, or voice, in photographic, audio, video, digital or other recording forms, may be photographed, videotaped or recorded ("Recordings"). I grant the UDC and its designees the right to use, reproduce, exhibit, display, broadcast, distribute the Recordings and create derivative works of the Recordings for its or its designees use. UDC and its designees may use the Recordings in any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other lawful purpose, without additional consent or compensation to me.

**RELEASE AND WAIVER OF LIABILITY:** I, ON BEHALF OF MYSELF, AND MY FAMILY, , MY PERSONAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, AGENTS, AND ASSIGNS, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT**

*THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE SIGNING.*

**NOT TO SUE** UDC, ITS TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS AND AGENTS AND THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION IN THE ACTIVITY AND RELATED ACTIVITIES, WHETHER SUCH LIABILITY, CLAIMS, OR DEMANDS RESULTS FROM INJURY, ILLNESS, DEATH, MONETARY LOSS, FROM PROPERTY DAMAGE, OR OTHERWISE. I UNDERSTAND AND ACKNOWLEDGE THAT THIS AGREEMENT DISCHARGES THE RELEASEES FROM ANY LIABILITY OR CLAIM WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, MONETARY LOSS, PROPERTY DAMAGE OR OTHERWISE THAT MAY RESULT FROM OR BE IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY. I UNDERSTAND THAT THE RELEASEES ASSUME NO RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, IN THE EVENT OF INJURY, ILLNESS, DEATH, ACCIDENT, MONETARY LOSS OR PROPERTY DAMAGE.

**INDEMNITY:** I, ON BEHALF OF MYSELF, MY FAMILY, MY PERSONAL REPRESENTATIVE, HEIRS, EXECUTORS, ADMINISTRATORS, AGENTS, AND ASSIGNS, AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY, INCLUDING ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES), ARISING FROM ANY INJURY, ILLNESS, DEATH, MONETARY LOSS, PROPERTY DAMAGE OR OTHERWISE THAT I OR FAMILY MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY.

**CHOICE OF LAW/SEVERABILITY:** I hereby agree that this Agreement shall be construed in accordance with the law of the District of Columbia and is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND AND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**I HEREBY CERTIFY that:**

- I have read the Activity description and will comply with its requirements.
- I approve my child's participation in the Activity identified above.
- I have read this Agreement carefully and I fully understand its contents.
- I have signed the Agreement freely and without inducement or assurances of any kind.

Name of Participant \_\_\_\_\_ Participant's Signature \_\_\_\_\_

Date \_\_\_\_\_

**Return signed copy to UDC Activity Coordinator:**

**Name:** \_\_\_\_\_ **Address/Email Address:** \_\_\_\_\_

Activity Coordinator shall forward a copy of the signed Agreement to Risk Management and retain a copy in the coordinator's files for three (3) years from the date(s) of the Activity.