

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in activities sponsored/directed by Boy's & Girl's Club of Decatur hereinafter called "The Activity", I agree, for myself, my heirs, administrators, personal representatives, and/or assigns, that I do hereby release, hold harmless, and discharge Boy's & Girl's Club of Decatur, its officers, trustees, employees, agents and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Boy's & Girl's Club of Decatur's and/or its ASSOCIATES' ordinary negligence; and I do further agree that, except in the event of Boy's & Girl's Club of Decatur's and/or its ASSOCIATES' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Boy's & Girl's Club of Decatur and/or its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, and/or property damage sustained by me and/or my minor children and/or legal wards, if any, arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1: minor injuries such as scratches, bruises, and sprains 2: major injuries such as eye injury or loss of sight, joint or back injuries, travel related injuries, heart attacks, and concussions to 3: catastrophic injuries including paralysis and death. I hereby confirm that I have voluntarily chosen to participate in The Activity, that I have investigated the demands and requirements of The Activity, and that I am physically and emotionally fit to participate in The Activity. In the event of illness or injury, I authorize Boy's & Girl's Club of Decatur and/or its ASSOCIATES to administer and/or secure medical treatment on my behalf.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Boy's & Girl's Club of Decatur HARMLESS from any and all claims, actions, suits, procedures, costs (including but not limited to any medical treatment secured on my behalf), expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expense incurred.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to bring legal action or assert a claim against Carleton College. I acknowledge that by clicking the "I agree" box below, I am signing the agreement freely and voluntarily and effecting a complete and unconditional release of all liability to the greatest extent allowed by law.

Confirm your agreement:* I agree
 I do not agree

Your students full name:*

Your full name:*

Your email:*

Your phone number:*

Trip/Event Description:*

Date(s) of trip/event:*