



**Assumption of Risk, Waiver, and Release from Liability
"Agreement to Participate Form – 2017-2018"**

In consideration of the use of the property, facilities and/or services of the Club Sports Program, including any travel related thereto, the undersigned agrees as follows:

1. **Risk Factors-** The undersigned understands and acknowledges that the use of equipment and facilities provided by Kenyon College and participation in Kenyon programs (i.e., Intramural Sports) involves risk such as, but not limited to the following: risk of property damage, bodily injury, and possible death. These risks may result from the use of the equipment or facilities, from the activity itself, from the acts of others, organization of an act or from the unavailability of emergency medical care.

2. **Assumption of Risk-** The undersigned assumes all risks which are foreseeable and involved with or arise out of the equipment or facilities, the activity itself, the acts of others, omission of an act or the unavailability of emergency care, including but not limited to those risks factors described in Section 1 above. Exception being injuries caused by the sole or gross negligence, or willful or wanton misconduct on behalf of any officials, officers, employees, agents, or volunteers of Kenyon College.

3. **Acknowledgement of Policies and Procedures-** The undersigned acknowledges reading and knowing all policies and procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.

4. **Release-** The undersigned releases Kenyon College and the Department of Athletics, and all of their officers, trustees, employees, and agents not to initiate litigation on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury, or property damage whether or not caused by negligence or other fault of the parties being released.

5. **Waiver-** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

6. **Consent for Emergency Treatment-** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

7. **Insurance-** The undersigned understands Kenyon College Athletics does not carry participant insurance. The undersigned is encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.

8. **Acknowledgement-** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

IF UNDER 18, THIS FORM MUST BE SIGNED BY A PARENT OR GUARDIAN BEFORE STUDENT CAN PARTICIPATE.

_____ (Print Name)	_____ Signature	_____ Date
_____ (Print) Parent or Guardian	_____ Signature	_____ Date