

Kenyon College Athletic Department
Waiver of Participation / Assumption of Risk / Indemnity

1- **Waiver.** Guest participant and or signed parental rights holder (under 18), does hereby release, waive, discharge and covenant not to sue Kenyon or its trustees, directors, officers, employees or agents for liability from any and all claims relating in any way to the Event including but not limited to personal injury, accidents or illnesses (including death), or property loss or damage, arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment, except to the extent that any such claim is the direct result of gross negligence or willful misconduct on the part of the person or entity from which recovery is sought.

2- **Assumption of Risk.** The use of Kenyon's property, facilities, staff, equipment and/or services 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 (i) minor injuries such as scratches, bruises, sprains and embarrassment, to (ii) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma, to (iii) catastrophic injuries including paralysis and death. The Participant and or parental rights holder understands and acknowledges the inherent risks in the activities which are part of the Event, and agrees that its participation and the participation of each Participant is voluntary, and that each Participant knowingly assumes all such risk.

3- **Indemnification.** Guest also agrees to indemnify and hold harmless Kenyon and its trustees, directors, officers, employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which relate in any way to the Event or the Participants participation therein, and to reimburse Kenyon and its trustees, directors, officers, employees and agents for any such costs, expenses, damages or liabilities incurred, except to the extent that the same arise as the direct result of the gross negligence or willful misconduct of the party or entity seeking compensation or reimbursement.

Participant Name (Print)

Over 18 (Yes/No)

Signature

Date