

MIT Outing Club

Liability Release Waiver, Discharge and Covenant Not to Sue

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, “Release”), made voluntarily by me, the undersigned releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, “Releasor,” “I” or “me”, which terms shall also include Releasor’s parents or guardian, if Releasor is under 18 years of age) to the Massachusetts Institute of Technology, including all volunteers of the MIT Outing Club (“MITOC”), and M.I.T. Outing Club, Inc. (collectively “MIT”).

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in MITOC activities, including, without limitation, danger from rock-fall, sudden changes in weather, falls on steep terrain, failure of equipment, getting lost, and other risks and hazards arising from camping (including camping in cabins owned by M.I.T. Outing Club, Inc.), hiking, rock and ice climbing, mountaineering, wilderness travel, kayaking, canoeing, skiing, biking, surfing, and transportation to/from such activities (the “MITOC Activities”). As the undersigned Releasor, I understand that MIT does not require me to participate in the MITOC Activities, but I want to do so despite the possible dangers and risks and despite this Release. I acknowledge that if I participate in any water-related activities, I know how to swim or will wear a life vest. With informed consent, and for valuable consideration received, including assistance provided by MIT, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with the MITOC Activities, and I release MIT and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, volunteers, agents, administrators, assigns, and contractors (collectively “Releasees”), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the MITOC Activities, including any injury or harm to me, my death, or damage to my property, whether caused by or arising from the negligence of MIT (collectively “Liabilities”), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require.

I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

Releasor’s Signature

Releasor’s Phone

Guardian’s Signature (if minor)

Releasor’s Name

Releasor’s Email

Guardian’s Name

Date

Releasor’s Address

Emergency Contact

Medical Insurer

Emergency Contact Relation

Medical Policy Number

Emergency Contact’s Phone

Releasor’s Affiliation

- ☐ MIT undergrad
- ☐ MIT grad student
- ☐ Non-MIT undergrad
- ☐ Non-MIT grad student
- ☐ MIT affiliate (staff or faculty)
- ☐ MIT alum (former student)
- ☐ Non-affiliate