



### **RELEASE AND WAIVER**

As part of the consideration for being allowed to participate in the **"HACK KEAN FALL 2019"** event being held on **SATURDAY, DECEMBER 7, 2019 FROM 9:00AM-9:00PM** at **KEAN UNIVERSITY NORTH AVENUE ACADEMIC BUILDING**, the undersigned agrees that neither Kean University, the State of New Jersey nor the Office of Student Government, any trustee, director, officer, agent, employee, member, volunteer or any other representative of Kean University, State of New Jersey and/or the Office of Student Government or any of their respective successors or assigns (collectively, "Kean") shall be liable for any loss, damage, injury or claim of any kind to person or property arising from or caused by participation by the undersigned in the **"HACK KEAN FALL 2019"** event including, without limitation, any loss, damage or claim arising from an accident or casualty involving the undersigned whether or not on or off Kean's property.

The undersigned hereby waives all claims and demands against Kean and each of them for any loss, damage, injury (including death), or claim of any kind arising from, related to or caused by participation by the undersigned in **"HACK KEAN FALL 2019"** and agrees to indemnify, defend and hold harmless Kean from all loss, liability, damages, costs and expenses (including actual attorney's fees) arising from or related to same. This release and waiver is binding on the undersigned's heirs, spouse, guardians, executors, administrators or assigns.

I assure Kean that I have consulted with a medical doctor with regard to my personal medical needs such that I can, and do further state that there are no health-related reasons or problems which preclude or restrict my participation in **"HACK KEAN FALL 2019"**. I further represent that I am aware of all my applicable personal medical needs, as well as having arranged for adequate hospitalization/medical insurance to meet any and all needs for payment of hospital costs while participating in **"HACK KEAN FALL 2019."** I understand and agree that Kean is granted permission to authorize emergency medical treatment, if necessary, and that such action by Kean shall be subject to the terms of this release and waiver. I understand and agree that Kean assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Other than potentially authorizing emergency medical treatment, I agree that Kean cannot be and is not responsible for attending to my medical or medication needs, that I assume all risk and responsibility therefor, and that if I am required to be hospitalized during the **"HACK KEAN FALL 2019"**, Kean cannot and does not assume any legal responsibility for payment of such costs.

The undersigned further agrees to abide by the rules, regulations and directives of **"KEAN UNIVERSITY"** governing **"HACK KEAN FALL 2019"**.

This release and waiver is intended to be as broad and as inclusive as permitted by the laws of the State of New Jersey. If any portion of the release and waiver is declared invalid, the undersigned agrees that the remaining balance of the release and waiver will continue to be applicable.

This release and waiver has been carefully read by the undersigned and the contents of this document are understood by the undersigned. The undersigned is aware that important rights are being released and given up and that the release and waiver was signed voluntarily.

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

Participant Name (Print): \_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**IF YOU ARE UNDER THE AGE OF 18**

I certify that I am the parent or legal guardian of the above participant, that I have read the foregoing Agreement. I join in each and every part of the release and waiver (including such parts as may subject me to personal financial responsibility for the participant), and release any claim that I may have against Kean, both on my own behalf and in my capacity as legal representative of the participant, including without limitation any claim arising as a result of the participant's leaving the supervision of Kean.

Name of Parent or Guardian (Print): \_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_