

## **Waiver, Release, Indemnity and Promise Not to Sue**

I, the undersigned Participant, wish to participate in the HackDown scheduled to take place at the campus of The College of New Jersey ("TCNJ") during the period of November 13<sup>th</sup> – 14<sup>th</sup>.

In consideration of TCNJ's permitting me to participate in the Activity, I, intending to be legally bound hereby, understand, represent, acknowledge, and agree as follows.

I fully recognize that certain risks are involved in participating in the Activity; such risks may include property damage, personal injury and death; and I voluntarily assume those risks.

I am wholly responsible for my own behavior and possessions during the Activity and any other time spent on the TCNJ campus. I will behave responsibly and professionally and wear protective clothing and equipment as appropriate, follow directions of the employees and agents of TCNJ and engage in the Activity in a prudent and cautious manner. I will not consume or be under the influence of any alcoholic beverages or non-therapeutic drugs while participating in the Activity. I will not (i) act in any way that shall interfere with the lawful running or operation of the Activity or equipment used in connection with the Activity or (ii) engage in any type of conduct, which contributes to or causes injury to any person. I will not perform any tasks that I am uncomfortable with or feel unsafe doing.

I am responsible for all of my own loss, liability and expenses, including medical expenses in connection with the Activity. I have provided TCNJ's accompanying staff with all necessary medical and health information needed for my safe completion of the Activity. I understand that I have the opportunity to inform TCNJ of any disability that I may have and to request a reasonable accommodation that would permit me to perform the essential functions of a participant in the Activity. However, I represent that I have no physical, mental, psychological or medical condition that would prohibit me from participating or materially increase the risk to me or others of my participating in the Activity. I am responsible for my own personal medical needs, including medical insurance coverage. I have adequate insurance to cover any medical expenses for any injuries that may arise out of the Activity. I hereby authorize the employees and agents of TCNJ, at their discretion, to administer to or seek for me first aid and other emergency medical services and transportation for further medical care, but I acknowledge that they may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation.

I will not hold TCNJ, the New Jersey Educational Facilities Authority, the State of New Jersey, Kappa Theta Pi or any of their respective trustees, directors, officers, employees, agents, students or volunteers (collectively, the "Releasees") responsible for any personal injury (including death) or property damage that I might incur in connection with the Activity, even if the negligence of any of the Releasees caused or contributed to such injury or damages. I will not sue or seek damages from any of the Releasees in any form, and I hereby waive and release any and all claims against each of the Releasees for personal injury (including death) or property damage, arising in any way out of my participation in the Activity, even if the negligence of any of the Releasees caused or contributed to such injury or damages and I agree to indemnify, defend and hold each Releasee harmless from any such claims. I recognize that this release means I am giving up, among other things, rights to sue the Releasees for injuries, damages or losses I may incur.

I have read and do understand and agree to be bound by the above statements, which are true and accurate. My participation in the Activity and the signing of this Waiver, Release, Indemnity and Promise Not to Sue are completely voluntary.

READ ABOVE CAREFULLY BEFORE SIGNING BELOW.

Participant's Printed Name

Participant's Signature

Date

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If Participant is under the age of 18 years, signature of parent or legal guardian is required.

I hereby voluntarily give permission for the Participant to participate in the Activity and agree to be bound by the terms of this Waiver, Release, Indemnity and Promise Not to Sue.

Parent/Legal Guardian's Printed Name

Parent/Legal Guardian's Signature

Date

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