

**ROCHESTER INSTITUTE OF TECHNOLOGY
RELEASE AGREEMENT**

I, _____, wish to participate in **RIT's** _____ (the "Activity") offered by Rochester Institute of Technology ("RIT"). As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

1. Assumption of Risk. I understand that participating in the Activity entails inherent risks including, but not limited to, the risks described in this Activity Detail Form on the second page of this Release Agreement. I have been given the chance to ask questions concerning this Activity Detail Form and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the gross negligence or wilful misconduct of RIT, its coaches, officers, trustees, agents, employees or volunteers (the "Releasees").

2. Liability Release. In consideration for RIT allowing me to participate in the Activity, I agree I will not sue the Releasees and I release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, or while traveling to and from said Activity, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.

3. Indemnification. I agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that Releasees may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.

4. Warranty of Physical Fitness. I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the Releasees have not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity and Releasees are relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by this insurance incurred as a result of my participation in the Activity.

5. Emergency Medical Treatment. I grant the Releasees permission to authorize emergency medical treatment as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns or personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws provision. The courts in Monroe County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both pages of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Name of Participant (printed)

Signature

Date

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

ACTIVITY DETAIL FORM

Name of Activity: _____

Date(s) of Activity: _____

Location of Activity: ☐ **RIT Campus** **Other:** _____

Description of Activity:

The participant will be engaging in practice of skills and activities to enhance their performance through practice of skills and physical activity. Competition between the college club and other off campus teams may also be part of the activity. Participant will also be traveling to/from the activity with others in private cars and vans.

By participating in these activities you may be exposed to several inherent risks, including by not limited to those listed below:

These risks include but are not limited to serious injury to bones, broken legs, broken arms, sprained or strained wrists, hyper extended fingers, sprained fingers, torn ligaments to fingers, dislocation of fingers, sprains and strains to joints, torn ligaments, dislocation of knees, strained or torn muscles, strained or torn tendons, loss of teeth, and head injuries including concussion, and other injuries, including drowning, which could ultimately lead to death or paralysis.

In our effort to conduct a safe event, we request that you conduct your participation with the safety of yourself and others in mind.

Please read and sign the Release Agreement on page 1 of this form.