



**WAIVER AND RELEASE OF LIABILITY
AGREEMENT**

I, (Print Name) _____, HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in (ACTIVITY/PROGRAM) _____ at Wilkes University.

ASSUMPTION OF RISK: I am voluntarily participating in this Activity which has risks, hazards, and dangers, some of which are known and some of which are not, and am aware that participation in the Activity can result not only in personal injury and death, but also in loss or damage to personal property. I voluntarily accept all the risks, hazards, and dangers of the Activity even though some of the risks are unknown.

Being fully aware of and appreciating all the risks, hazards, and dangers of the Activity, some of which are know and some of which are not, I HEREBY WAIVE, RELEASE, AND DISCHARGE, in advance, Wilkes University, its successors or assigns, as well as its officers, directors, employees, and agents from any and all claims or causes of action for death, personal injury, and property damage which I may have or which may hereafter accrue to me as a result of my participation in the Activity, even though and notwithstanding that that any personal injury, death, and loss or damage may arise out of the negligence or careless on the part of Wilkes University, its officers, directors, employees, and agents. I further agree to indemnify and hold harmless Wilkes University its officers, directors, employees, and agents for any loss or damage, including personal injury, death, or property damages, which I may cause and for which Wilkes University is held liable, including reasonable legal fees.

RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE: In consideration of my participating in the Activity, I HEREBY WAIVE, RELEASE, AND DISCHARGE, in advance, Wilkes University, its successors or assigns, as well as its officers, directors employees, and agents from any and all claims or causes of action for death, personal injury, and property damage which I may have or which may hereafter accrue to me as a result of my participation in the Activity, even though and notwithstanding that that any personal injury, death, and loss or damage may arise out of the negligence or careless on the part of Wilkes University, its officers, directors, employees, and agents. I further agree to indemnify and hold harmless Wilkes University its officers, directors, employees, and agents for any loss or damage, including personal injury, death, or property damages, which I may cause and for which Wilkes University is held liable, including reasonable legal fees.

RULES AND REGULATIONS: I understand that my participation in the Activity is subject to Wilkes University’s Rules and Regulations, which I agree to follow, and that my violation of them may cause my immediate removal from University property, without refund of fees or door charges. Wilkes University reserves the right to make additional Rules and Regulations and to amend or modify them at any time. I understand and agree to obey all Activity rules, including safety rules and University policies. I also understand and agree that I shall not have in my possession, use, or be under the influence of alcohol or drugs, including steroids, during the Activity.

The terms and conditions of this Waiver and Release of Liability Agreement shall be legally binding upon the undersigned participant, parents, guardians, and their heirs, respective estates, personal representatives, and assigns.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT IN ITS ENTIRETY.

Participant’s Name (please print) _____

Signature (IN INK) _____ Date: _____

Please contact the following individual in case of an emergency:

Name _____ Relationship _____ Phone _____

IF PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE):

INDEMNIFICATION: In consideration of my child or ward participating in the Activity, the undersigned agree to reimburse, indemnify, and hold harmless Wilkes University, its successors or assigns, as well as its officers, directors employees, and agents from any and all claims or causes of action for death, personal injury, and property damage arising out of, resulting from, or related to the participant’s engaging in or participating in the Activity.

Signature of Parents or Legal Guardians

Print Name of Parents or Legal Guardians