

# Beloit College 2021-2022

## RECREATIONAL ACTIVITY/EVENT PARTICIPATION AGREEMENT REGARDING ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION

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I, \_\_\_\_\_ desire to participate in Recreational Activities/Events/Field Trips which shall include but not be limited to participation in recreational activities such as biking trips and rental, camping trips, canoeing/kayaking trips, fund raising events, rock climbing, yoga, calisthenics, pilates, aerobics, etc. at Beloit College (the "College") and in consideration of being allowed to participate in Recreational Activities/Events/Field Trips, I hereby acknowledge and agree as follows:

**I. I am fully informed or otherwise aware of, and fully assume, all risks to person and property in connection with my participation in Recreational Activities/Events/Field Trips, (including, but not limited to, damage and loss of property, bodily injury, medical treatment and death).** I am in good physical and mental health and do not have any physical or mental conditions which could affect my ability to participate in Recreational Activities/Events/Field Trips. I have medical insurance coverage appropriate for my participation in Recreational Activities/Events/Field Trips and have provided evidence of such insurance coverage and emergency contact information to the College.

**II. I fully and forever RELEASE, WAIVE AND DISCHARGE, AND COVENANT NOT TO SUE, the College, (including, but not limited to, its trustees, employees, students, agents, assigns and representatives) from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses arising, directly or indirectly, in connection with my participation in Recreational Activities/Events/Field Trips from any cause whatsoever (including, but not limited to damage, and loss of property, bodily injury, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of the College or others.**

**III. I shall INDEMNIFY AND HOLD HARMLESS the College (including, but not limited to, its trustees, employees, students, agents, assigns and representatives) for and from any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses arising, directly or indirectly, as a result of my intentional or negligent acts or omissions from any cause whatsoever (including, but not limited to, damage and loss of property, bodily injury, medical treatment and death), whether or not foreseeable or contributed to by the negligent acts or omissions of the College or others.**

IV. I shall fully comply with all applicable laws, College policies and Recreational Activities/Events/Field Trip rules and regulations and activity/event instructions provided by College employee, other third-party providers, including but not limited to YMCA, NorthPointe employees or others while participating in Recreational Activities/Events/Field Trips. If my participation in Recreational Activities/Events/Field Trips is at any time deemed detrimental to myself or any other participants, as determined by the College in its sole discretion, I understand that (i) I may be expelled or suspended from participating in the current or future Recreational Activities/Events/Field Trips without the incurring any liability, (ii) I may incur liability to the College under this Agreement, and (iii) I may be subject to further disciplinary action by the College.

V. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings, or negotiations, with respect to the subject matter hereof. This Agreement (i) may not be amended or modified, by course of conduct or otherwise, and (ii) may not be assigned or transferred, in whole or in part, except in writing duly executed by me and the College. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin, without regard to the conflicts or choice of law principles thereof, and shall be as broad and inclusive as permitted by such laws. In the event that a court of competent jurisdiction shall hold any provision of this Agreement unenforceable, such unenforceability shall not affect any other provision, and this Agreement shall be construed as if such provision, to the extent of such unenforceability, had never been incorporated herein.

VI. I (i) have read and fully understand this Agreement, (ii) intend that this Agreement be legally binding upon and enforceable against me and my family members, estate, heirs and legal representatives commencing the date this document is executed and continuing until the latter of when my a) enrollment at the College or b) participation in College Recreational Activities/Events/Field Trips ends, (iii) intend that this Agreement inure to the benefit of the College, and (iv) confirm that I am at least eighteen years of age, fully competent, and entering into this Agreement voluntarily of my own judgment.

IN WITNESS WHEREOF, I have duly executed and delivered this Agreement as of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Legal Guardian (if above is a minor): \_\_\_\_\_ Printed Name: \_\_\_\_\_