

University of Redlands

**Waiver of Liability, Assumption of Risk & Indemnity Agreement**

Elective/Voluntary Activities Waiver

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| Activity |  |

**Waiver:** In consideration of being permitted to participate in any way in the following activity (include complete description of the Class or Activity, date(s), and any transportation):

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| Kickball games, as part of the kickball league, with games played on Peppers lawn on various dates in March and April 2017 |

hereinafter called "The Activity", I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** theUniversity of Redlands, its Trustees, officers, employees, and agents for liability **from any and all claims including the negligence of the University of Redlands, its Trustees, its officers, employees and agents,** resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but in general the risks range from: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; 3) catastrophic injuries including paralysis and death; and, 4) any of the injuries listed in items 1-3 above that result from transportation to and from The Activity. The risks specific to The Activity include:

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| Minor, major or catastrophic injuries, as listed above in Assumption of Risks, items 1-3; pulled or strained muscles; and, broken bones. |

(Initial here:\_\_\_\_\_\_\_\_\_) **By initialing here, I acknowledge that I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in The Activity. I hereby **assert, acknowledge and accept that my participation is voluntary, is not work related or a requirement of my job at the University, and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the University of Redlands HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the state or country where The Activity takes place and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

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| Signature of Participant |  | Print Name of Participant |  | Date |
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