



MENLO COLLEGE

Acknowledgement of Risk and Release of Liability

I hereby acknowledge that I have voluntarily applied to participate in the **(event)** on **(day)** and **(date)**. I am aware that participating in some activities constitute risky and hazardous activities, involving RISK OF SERIOUS INJURY OR DEATH, and am voluntarily participating in these activities with the knowledge of the danger involved and hereby agree to accept any and all risks of injury, death, or property damages. In consideration of my being permitted to participate in the aforementioned event/activity, I agree that I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Menlo College, Menlo School, or Menlo School and Menlo College, their agents, employees, representatives, successors and/or assigns, individually or collectively for injury or damage to me incurred while participating in aforementioned event sponsored by Office of Student Engagement and Wellness. I hereby consent to emergency transportation treatment in the event of illness or injury. I further certify that I am in good physical condition, and I have no medical or physical conditions that would restrict my participation in these activities.

As further consideration I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS Menlo College, its Trustees, Officers, agents, attorneys and employees, Menlo School, and Menlo College and Menlo School of and from any and all liability for claims, demands, damages and costs including attorneys' fees arising in any way from any loss, liability, damages or cost that may occur in the event of injury or damage while participating in the aforementioned activity/event. Specifically, I agree to pay and indemnify Menlo College for any claims that they must pay, and attorneys' fees and costs they incur, as a result of my indemnification through cross-complaint or subsequent complaint, or a subrogation action by our insurance company or the insurance company of someone else, or otherwise as a result of any claim by me against any person or entity other than Menlo College for injury or damage sustained by me while participating in the aforementioned event/activity.

As further consideration I Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE to me. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the state in which the event is conducted and that is any portion, clause or sub clause hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full and I further agree that the substantive law of the state shall apply in the action without regard to the conflict of law rules of that state.

I further expressly acknowledge that I have READ, UNDERSTAND and VOLUNTARILY SIGN THE ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY AGREEMENT, and further agree that no oral representations, statements, inducements, apart from the foregoing written agreement have been made.

I have read, understand, and agree to the above:

Participant's Signature _____ DATE _____

Print Name _____

If a student is under the age of 18, his/her legal guardian must sign this release of liability form