

25-26 Acknowledgement of Risk and Waiver of Liability - ACS Double Dinks for Cancer **DRAFT**

Activity: ACS Double Dinks for Cancer

Group: Brandeis American Cancer Society-On Campus

Date(s): Wed, Sep 17 at 7:00pm - 10:00pm

Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read all of the pages of this form. Sign and submit to Department of Student Engagement.

If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned, am aware that participation in the Activity (hereafter referred to as **ACTIVITY**) described above may include activities that may cause injury and be dangerous. I acknowledge that participation in this ACTIVITY has the following non-exhaustive list of particular activities that bear risk and danger from which bodily injury, up to and including death, may occur:

- Potential injuries from participating, such as sprains, strains, bruises, cuts, or fractures
- Possible exacerbation of pre-existing medical conditions due to physical exertion
- Other risks associated with the ACTIVITY

With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury to others and to myself. I agree to comply with all of the rules and conditions of participating in the ACTIVITY. I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with the ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of other participants and in accordance with UNIVERSITY Rule and Regulations (**including but not limited to Rights and Responsibilities, as applicable**) and with any state, city and applicable laws or rules where the ACTIVITY is occurring. If this ACTIVITY is an off-campus UNIVERSITY sponsored event, such as field trips, conferences, research, experiential learning, extension of classroom learning, etc., I understand that conduct not acceptable in the classroom setting is not acceptable during this ACTIVITY and will be handled in accordance with UNIVERSITY Rules and Regulations. In addition, I understand that if I travel to the ACTIVITY with a UNIVERSITY group and/or advisor, I will return with the group unless prior arrangements have been made with the UNIVERSITY faculty/staff who is supervising the ACTIVITY. I agree **not** to use or possess alcohol or drugs at any time while traveling, lodging, or participating in the event/activity.

I recognize and acknowledge that the UNIVERSITY may record my participation and appearance in ACTIVITY on any recorded medium including, But not limited to video, audio, photos (collectively "recordings") for use in any form (including, but not limited to print, websites, blogs, internet, and social media). I authorize such recordings and release UNIVERSITY to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or in part without restrictions or limitations for any educational or promotional purpose.

I am aware that if I provide a vehicle not owned and operated by the UNIVERSITY for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the UNIVERSITY is not responsible for any damage caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the schedule ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby save, hold harmless, indemnify, defend, discharge and release Brandeis University, its trustees, officers, employees, and agents (the "UNIVERSITY") from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the UNIVERSITY or otherwise.

It is my expressed intent that this Acknowledgement of Risk and Waiver of Liability shall bind the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage that I may sustain as a result of participation in the ACTIVITY.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be **as broad and inclusive as permitted by law**. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I hereby certify that with or without accommodation, *I have no health-related reasons or problems that preclude or restrict my participation in the ACTIVITY. I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any activity associated with the ACTIVITY.

*If your participation requires an accomodation, please contact studentengagement@brandeis.edu at least 10 days before the date of the ACTIVITY.

Participant Information:

Name: *

Street Address: *

City *

State: *

Zip Code: *

Phone #: *

Emergency Contact Information

Emergency Contact Name: *

Emergency Contact Telephone #: *

In signing the Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

Participant Signature: *

Date of Signature: *

Additional Information

Are you a minor (under 18 years of age)? *