

Assumption of Risk, Release, Hold Harmless and Indemnity Agreement

IN CONSIDERATION of being given the opportunity to participate in _____ (The Activity), an activity sponsored by the _____ Club, a recognized student organization of Keene State College [or by Keene State College], I _____ hereby:

1. ACKNOWLEDGE that I understand the nature of _____, that I am in good health and proper physical condition to participate in The Activity, and that I have **adequate health insurance** to cover any injuries I may sustain as a result of participating in The Activity

2. FULLY UNDERSTAND that:

(a.) _____ activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death (“Risks”);

(b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in The Activity, the condition or circumstances in which The Activity takes place, and/or negligence of the Releasees named below;

3. FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in The Activity;

4. AGREE that if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge and will refuse to take part in The Activity until the condition has been corrected to my satisfaction;

5. RELEASE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE Keene State College, its administrators, directors, agents, officers, volunteers and employees, (the Releasees) from and against all claims, demands, actions, and causes of action for damages I may have due to personal injury, death, or property damage arising from my participation in The Activity, whether or not the result of negligent acts or omissions on the part of the Releasees;

6. DEFEND, INDEMNIFY, AND HOLD HARMLESS Keene State College, its administrators, directors, agents, officers, volunteers and employees from and against all claims, demands, actions, and causes of action for damages sustained or incurred by anyone other than me due to personal injury, property damage or death, arising from my participation in The Activity, whether or not the result of negligent acts or omissions on the part of the College, its administrators, directors, agents, officers, volunteers or employees.

7. INDEMNIFY the College for any damage to the property of the College caused by my participation in The Activity.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant: _____ Date: _____

4/1/2008