

Paul Smith's College Challenge Course Participant

WAIVER AND RELEASE OF LIABILITY

(IMPORTANT- READ BEFORE SIGNING)

In consideration of being allowed to participate in a Paul Smith's College Challenge Course Event, the undersigned agrees to the following.

1. Prior to participating, I have the right to inspect the course to be used, and if I believe anything is unsafe, I will immediately advise the instructor, supervisor, or other event organizer of such condition(s) and refuse to participate.
2. I acknowledge and fully understand that I will be engaging in activities that involve risk of damage to personal property or serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, the condition of the premises, or of any equipment used. Further, there may be other risks not known or not reasonably foreseeable at this time.
3. I assume all the foregoing risks and accept personal responsibility for all expenses, medical or otherwise, following any such damages, injury, permanent disability or death.
4. I release, waive, discharge and covenant not to sue Paul Smith's College, its administrators, directors, agents, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from any and all liability to me, my heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.
5. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNED IT VOLUNTARILY.

Participant's Name: _____ D.O.B. _____

Address: _____ City: _____ State: _____ Zip: _____

Participant's Signature: _____ Date: _____