

Hampshire College

Amherst, Massachusetts 01002

Robert Crown Center

413-549-4600 x. 470

Please print the Following Information and Read and Sign the Following Agreement

Participant Name: _____ Date: _____
Address: _____ Day Phone: _____
_____ Eve. Phone: _____
Insurance Company: _____ Proof of Insurance provided: Y / N
Employer/Program: _____ Type of ID: _____

Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue READ BOTH SIDES

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of using Hampshire College Facilities, equipment or participating in various recreational and outdoors activities.

Hampshire College is a non-profit educational institution. References to Hampshire College include Hampshire College, its trustees, employees, volunteers, students, and participating organizations, agents and assigns, and anyone else participating in the activities described below.

I [*print your name*] _____ freely choose to use the Hampshire College facilities and equipment, as permitted, including without limitation the Robert Crown Center, and outdoor tennis courts with the understanding that this release shall apply without limitation to any College property, facility, or equipment I may use whether said property is owned, leased or borrowed.

I agree to observe the rules and practices, which may be posted or advised by Hampshire College for their facilities use. I agree that if I fail to act in accordance with this agreement I may not be permitted to continue to use the facilities.

I understand the activities I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or Program participation. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- X Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury, head, facial, oral or eye injury or trauma, mental injury, joint trauma, broken bones, other muscular-skeletal injury, or illness, of any nature whether severe or not, temporary or permanent which may occur as a result of participating in an activity or contact with physical surroundings, equipment or other persons or arising from travel or food poisoning arising from the provision of food or beverage by individuals, restaurants or other service providers
- X Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority
- X Theft or loss of personal property during the Program or any Program related travel
- X Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events

I further acknowledge that the above list is not inclusive of all possible risks associated the use of facilities, equipment, or services of Hampshire College, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that use of the facilities at Hampshire College is an acceptance of risk of injury.

Medical Emergency

I understand and agree that Hampshire College will not act on my behalf in any medical emergency, except to call 911 in case of an emergency.

Initials _____

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of my use of the facilities, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE Hampshire College from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Hampshire College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the facilities, equipment, or services howsoever the injury is caused, including whether by the ordinary negligence of Hampshire College or otherwise.

In consideration of my use of the facilities I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS Hampshire College from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the facilities, equipment, or services.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the my activities and the use of facilities, equipment, or services, and that I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily undertaking my activities.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while using the facilities, equipment, or services, and that by this agreement I am relieving Hampshire College of any and all liability for such loss, damage or death.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am over eighteen years of age and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Hampshire College permitting my use of the facilities and my use of facilities, equipment, or services.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at Amherst, MA this day of

_____, _____, _____
(month) (day) (year)

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Signature: _____ Date: _____ day/month/year

Witness: _____ Witness Address: _____

Witness Name Printed: _____

Signatures need not be notarized but must be witnessed.

Rules of use:

- The only facilities that are offered are Robert Crown Center: Pool, Playing Floor, Locker Rooms, Outdoor Tennis Courts,
- Multi-Sports: Weight Room and Track
- No Guests are permitted
- Facilities are available during the academic year only
- No use of any facility while a class or organized College activity is using that facility is permitted
- Sign up is required each semester. Proof of employment, proof of insurance and release form is required at each sign up.
- ID card permitting use must be presented to front desk every time facility is used
- Privileges are void if employment is terminated
- Any abuse of facilities, equipment or failure to follow rules will result in privileges being removed
- Any accident or injury must be reported immediately