



Assumption of Risk; Release and Waiver of Liability

Name: _____

Date of Birth _____

Address: _____

Phone/Email _____

Emergency Contact: _____

Phone: _____

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 participating in any trip and/or activity on or off campus.

Gordon College is a non-profit educational institution. References to Gordon College include its trustees, employees, volunteers, foundation, students, Student Organizations, programs, events, participating organizations, sponsors, agents and assigns.

ASSUMPTION OF RISK

I, the undersigned, in consideration of the right to participate in the on-campus activity/ies, agree as follows:

I am aware that recreational activities can involve severe cardiovascular stress and violent contact. I understand that recreational activities involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that equipment for my protection may be inadequate to prevent serious injury. I freely choose to participate in and accept all the risks associated with the activity/ies and any and all associated activities (hereafter referred to as 'Activity') with the knowledge of the danger involved and hereby agree to accept any and all inherent risks. I expressly agree that I am not an employee of Gordon College, and have no employee rights or benefits including, without limitation, any workers' compensation benefits.

By participating in any activity, I am, by nature, accepting some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself and avoiding any activity or behavior which would harm me or others. I agree to observe the rules and practices that may be posted or advised by Gordon College or the program or sponsor and any applicable guidelines, policies or procedures pertaining to the Activity. I agree that if I fail to act in accordance with this agreement I may be dismissed from the Activity and/or facility.

Despite precautions, accidents and injuries can occur. I understand the Activity 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 Activity participation. I understand that the Activity carries with it certain risks and dangers that are out of control of the instructor or Gordon staff. I further realize that I might be participating in Activities in which the risk of an accident and injury may be greater than in my normal way of life.

In addition, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. As well, the Governor of the Commonwealth of Massachusetts declared a state of emergency as a result of the pandemic. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from close person-to-person contact, through respiratory droplets, and may be spread from contact with contaminated surfaces and objects. COVID-19 may also be spread by people who do not show and are not experiencing any symptoms. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. Gordon College cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Gordon College's campus and participating in the Activity. It is not possible to prevent against the presence of the disease. Therefore, if you choose to engage in the Activity and/or enter onto Gordon College's campus you may be exposing yourself to and/or increasing your risk of contracting COVID-19 onsite from a Gordon College employee, student, Bennett Athletic Center member, guest/visitor, or any other person present on campus, and/or increasing your risk of spreading COVID-19 to others.

Therefore, by participating in this Activity, **I VOLUNTARILY ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including death, injury or illness and damage or loss of property, from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, that may occur as a result of participating in an activity or contact with physical surroundings, environment, equipment or other persons acknowledging that I have full knowledge of the nature and extent of all the risks associated with the Activities, and including but not limited to, those arising from the following causes:

- ◆ Negligence of operators, employees, or volunteer assistants or any other agents of Gordon College;
- ◆ Negligence of other participants, visitors, participants or persons who may be present;

- ◆ Falls, trips, or slips at Gordon College associated with the Activity including without limitation, those that result from improper technique or incomplete or incorrect instruction;
- ◆ Injuries arising out of impacts with other persons or equipment;
- ◆ Failures of any or all equipment or facilities.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Activity or facilities, equipment, or services in association with the Activity, and the above list does not limit the extent or reach of this release and agreement. I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of becoming exposed to or contracting COVID-19 for myself and/or my children in order to participate in the Activity and enter Gordon College's Campus. The Activity is of such value to me [or my child(ren)] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Gordon College's campus in person.

RELEASE AND WAIVER

In consideration of the right to participate in the Activity, I the undersigned, on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, and to the fullest extent permitted by law, agree to and hereby do forever:

- (a) Release Gordon 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 Gordon 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 in association with the Activity howsoever the injury is caused, including whether by the ordinary negligence of Gordon College or otherwise;
- (b) Release Gordon College in connection with my exposure, infection, and/or spread of COVID-19, and understand that this waiver means I give up my right to bring any claims including for personal injuries, illness, permanent disability, death, property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen; and
- (c) Covenant not to sue and agree to indemnify and hold harmless Gordon 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 engaging in or receiving instruction in recreational activities or any activities incidental thereto, the use of the facilities, and my use of facilities, equipment, or services in association with the Activity.

This agreement shall be construed and enforced in accordance with Massachusetts law 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 Massachusetts law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Gordon College may use any photograph or video footage of me or my child for advertising, art, or promotional purposes. I waive my right to inspect or approve the finished product, and know that I will not receive any compensation for any products used by Gordon College.

My signature below indicates that I have fully read and freely signed this agreement and I understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me with respect to Gordon College and any parties listed above. I further 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 Gordon College permitting my use of the facilities and my use of facilities, equipment, or services associated with the Activity.

Signature of Participant (over 18 years of age):

Date: _____

MINORS: The following shall apply to participation by minors: My child is voluntarily participating in this Activity with knowledge of the danger involved and hereby agrees to accept any and all inherent risks listed above. I, as a parent or legal guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in this release form.

Participant (if under 18 years of age): _____ has my permission to participate in this Activity.

Signature of **Parent/Legal Guardian** if under 18: _____

Date: _____

I do not want photographs or videos of my child or myself used in any Gordon College advertising or promotions.

Signature of Participant: _____

Signature of Parent or Legal Guardian if under 18: _____

