

FULL RELEASE & PROMISE NOT TO SUE SWARTHMORE COLLEGE AND ITS REPRESENTATIVES

PLEASE READ CAREFULLY! This form must be completed BEFORE participation in the Activity will be allowed. All persons completing this document MUST be at least 18 years of age.

Name and Description of "Activity": \_\_\_\_\_  
\_\_\_\_\_

Start/End Date(s): \_\_\_\_\_ - \_\_\_\_\_ Start/End Time: \_\_\_\_\_ - \_\_\_\_\_

Location(s): \_\_\_\_\_

Sponsoring Organization(s): \_\_\_\_\_

S.O. Contact Name: \_\_\_\_\_ #: \_\_\_\_\_

Releasing Participant or Parent/Guardian: \_\_\_\_\_

(If participant is a minor, then form must be completed by a parent/guardian.)

Participant-child(ren): \_\_\_\_\_

(Enter names of any participant-children under 18 years old)

Notices:

- **Participation in this Activity is completely voluntary.**
- If this form is being completed by a parent/guardian, you are required to provide an accurate phone number, and to leave your phone on at all times during the Activity, so that you can be reached in case of an emergency. In the event of a medical emergency, the Sponsoring Organization will first call 911 and will then call the participant's parent/guardian and emergency contact.
- Because of insurance limitations, Swarthmore College independent contractors, employees (staff, supervisors, student workers) and volunteers shall not, under any circumstances, store, dispense or administer any form of medication to participants of the Activity. This requirement cannot be waived under any circumstances.
- It is required that the parents/guardians disclose, in writing, any special needs, known allergies or sensitivities of the child (food, insects, or medicines) in the event a participant-child is transported to the hospital.
- Swarthmore College does not carry medical insurance for injuries sustained by participants of the Activity. The absence of health insurance coverage does not make Swarthmore College responsible for payment of any medical expenses for a participant.

**RELEASE:** In return for Swarthmore College allowing me and/or my child(ren) to voluntarily participate in the Activity, I agree and promise, for myself and my representatives, not to sue Swarthmore College and its representatives, including its agents, board of managers and officers, insurers, attorneys, employees, students and volunteers, for any and all liability, claims, demands, and/or causes of action whatsoever, whether known now or in the future, arising out of my own or my child(ren)'s participation in this Activity and related activities – whether such claims, demands, and/or causes of action result from the negligent act(s) or omission(s) of Swarthmore College.

I further agree and acknowledge that I understand, assume and accept all possible risks arising out of, associated with, or relating to my participating in the Activity and related activities, even though such risks may have been caused by the negligence of Swarthmore College or its representatives. These risks may include, but are not limited to, property damage, mental and emotional anguish, physical injury (including bodily injury and death), and may result in/from and include, but are not limited to, broken bones and tissue damage, physical contact/conflict with other participants, outdoor exposure/effects of weather conditions, transporting participants, traversing to/from/around the Activity location, food consumption.

I also agree to be solely responsible for any injury, loss, or damage which I might sustain while participating in the Activity, even though such injury, loss, or damage may have been caused by the negligence of Swarthmore College or its representatives.

**General Terms:** The signor may execute this RELEASE & PROMISE NOT TO SUE using an electronic signature, and the signor waives any legal requirement that this document be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall have the same legal force and effect as a signed original.

This document shall be enforceable to the fullest extent of the law, and if any provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remaining provisions shall continue to be valid and enforceable.

**Acknowledgement:** I acknowledge:

- that I have read and understand this RELEASE & PROMISE NOT TO SUE, and that it is legally binding upon myself and my heirs, executors, administrators, and representatives in the event of my death or incapacity,
- that I am legally authorized and competent to sign this document, I am at least 18 years old, and I have voluntarily executed this RELEASE & PROMISE NOT TO SUE, and
- (If applicable) that I am the parent or legal guardian of the participant-child(ren) listed above, and I voluntarily give my consent for my child(ren) to participate in this Activity.

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Your Full Name \_\_\_\_\_ # \_\_\_\_\_

Address \_\_\_\_\_