

**CLUB SPORT AND ACTIVITY RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT**

I, \_\_\_\_\_ (“ Name”), have voluntarily decided to participate in the \_\_\_\_\_ (Club Sport or Activity) during the \_\_\_\_\_ academic year. **In consideration for being permitted by Drew University to participate in the Activity, I hereby acknowledge and agree to the following:**

**INFORMED CONSENT:** I understand that physical exercise or activity can be strenuous and can subject me to the risk of serious injury. **I understand that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.** I understand that I could suffer injuries as a consequence of not only the actions, inactions, negligence or fault of Drew University, its trustees, directors, officers, employees, agents, or volunteers (“Drew”) but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid, or transportation. I understand that there may be other risks not known to me or not reasonably foreseeable at this time.

**ASSUMPTION OF RISK:** I understand that there are risks that may arise from physical activity which may expose me to the risk of personal injuries, property damage, or even death. In addition, I understand that my participation could involve other risks, which I assume voluntarily, including, but not limited to, risks associated with transportation to and from the activity, the absence of available medical assistance on-site, the possible reckless conduct of other participants, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF THEY ARISE FROM THE ACTS OF DREW, UNLESS THEY ARISE FROM DREW’S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.** On behalf of myself, my personal representatives, family, heirs, executors, administrators, agents, and assigns, I agree to hold Drew harmless from any and all liability, arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE,** unless the injury, damage, or death is caused by Drew’s gross negligence or intentional misconduct.

**RELEASE AND WAIVER OF LIABILITY:** I understand that this is a release of liability. I agree, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, to **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Drew** for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my use of the facilities, my participation in any activity, class, program, personal training, or instruction, the sudden and unforeseen malfunctioning of any equipment, any instruction, training or supervision, or in connection with any transportation to or from the activity, even if the injury is caused by Drew, unless the injury is caused by Drew’s gross negligence or intentional misconduct.

**TRANSPORTATION:** I agree to comply with all transportation related schedules and requirements, to be at the departure point at the specified time, and to be responsible for providing for my return and any related expenses if I fail to be at the departure point when scheduled.

**BEHAVIOR:** I agree to refrain from any risky or inappropriate behavior. I understand I am subject to and bound by Drew student conduct codes even if off-campus.

**INSURANCE/CERTIFICATION OF FITNESS TO PARTICIPATE:** I am covered by personal health insurance. I am physically and mentally fit to participate in the Activity and do not have any medical record of history that could be aggravated by my participation in this activity.

**MEDICAL CONSENT:** I understand and agree that Drew may not have medical personnel available at the location of the Activity and that I may require emergency medical treatment. In the event of any medical emergency, I authorize and consent to diagnosis, treatment, and medical care that such medical personnel deem necessary for my safety and protection. I understand and agree that Drew assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized treatment.

**CHOICE OF LAW/ SEVERABILITY:** I agree that this Agreement will be governed by the laws of the State of New Jersey. Any claim or injury arising out of this Agreement or my participation in a club sport or other recreational activity will be subject to the jurisdiction of the Superior Court of New Jersey. If any term or provision of this Agreement shall be held invalid or unenforceable, the validity of the remaining portions shall not be affected thereby.

**I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Drew Representative)

\_\_\_\_\_  
(Printed Name of Participant)

Date: \_\_\_\_\_