



**CENTENARY COLLEGE
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the Centenary College Boy's Basketball Camp – DAY CAMP II ("Program/Activity"), to be held in and around Centenary College Athletic Fields and Athletic Facilities (insert location), from July 19th through 23rd 2010 (insert date(s)). **In consideration for being permitted by the CENTENARY COLLEGE" to participate in the Program/Activity, I hereby acknowledge and agree to the following:**

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary and that my participation is not required by the college.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Centenary College's policies and procedures. I further agree to abide by all the rules and requirements of the Program/Activity. I acknowledge that the College has the right to terminate my participation in the Program/Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program/Activity, or for any other reason in the College's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program/Activity. I understand that there are risks involved in participation in the Program/Activity, including but not limited to traveling to and from Program/Activity site via private vehicle, common carrier, and/or College owned vehicle, conditions of facilities, injuries due to condition of equipment, weather conditions, facility conditions, wildlife, negligent first aid operations, and there may be other risks not known to me or not reasonably foreseeable to me at this time. In addition, I understand that as a participant in the Program/Activity, I will engage in physical activities, practicing, training, observing, and competing in Program/Activity events, during which I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the Centenary College's actions or inactions but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures and I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility except for those occurrences due to the CENTENARY College's negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Centenary College, its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "Releases") 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 participation in the Program/Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releases are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program/Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that these potential risks are including but not limited to activities such as, practicing, training, observing, traveling to and from Program/Activity site via private vehicle, common carrier, and/or College owned vehicle, injuries due to condition of equipment, weather conditions, facility conditions, wildlife, negligent first aid operations of Releases, and other risks that are unknown at this time.

In addition, I understand that there are risks attendant to physical activities and that there are potential dangers which may expose me to the risk of personal injuries, property damage, or even death. I am aware that the Program/Activity can be a vigorous activity involving severe cardiovascular stress and/or violent physical contact. I understand that Program/Activity activities involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damages, and serious injury to virtually all bones, joints, muscles, and internal organs, and that protective equipment may be inadequate to prevent serious injury. I further understand that Program/Activity involves a particularly high risk of knee, head, and neck injury. In addition, I understand that participation in the Program/Activity involves activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I understand that these potential

risks include, but are not limited to: travel to and from Centenary College, via private vehicles, common carriers, and/or Centenary College owned vehicles, or local transportation, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releases, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR NEGLIGENT ACTS**, and assume full responsibility for my participation in the Program/Activity.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releases from 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 participation in the Program/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 THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS.**

PERSONAL MEDICAL INSURANCE. I agree to purchase and maintain during the term of the Program/Activity personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program/Activity.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Program/Activity and that I do not have any medical record of history that could be aggravated by my participation in my particular sport.

MEDICAL CONSENT: I understand and agree that Releases may not have medical personnel available at the location of the Program/Activity. In the event of any medical emergency, I (initial one) do _____ do not _____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the CENTENARY COLLEGE personnel deem necessary for my safety and protection. I understand and agree that Releases assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releases as set forth in detail above.

Signature of Participant Date