

PARTICIPATION AGREEMENT & RELEASE OF LIABILITY WAIVER

1. I have requested to participate in the _____ on _____ (the “Activity” or “Activities”) sponsored by Campbell University (“University”). Whether transportation will be provided by University, a third party or me, I understand and acknowledge that there are inherent risks involved in traveling by vehicle and attending an off-campus Activity. By my signature below, I understand, assume, and accept all risks associated with the Activity whether present or future, known or unknown, arising out of my voluntary participation in the Activity.

2. In consideration of permission to participate in the Activity and use any facility or equipment operated or provided by University, and in consideration of the voluntary nature of such participation and use, I hereby release, hold harmless, and forever discharge University, its officers, employees and agents (collectively, “Releasees”), from any and all liabilities, claims, demands, actions, and causes of actions whatsoever arising out of or related to any property damage or loss, or personal injury, including death, that may be sustained by me, while participating in such Activity or traveling to or from the Activity site, even if such damage or injuries are caused by negligence of any Releasee or a third party. I covenant not to sue or otherwise assert any claim against any Releasee for property damage or loss, or personal injury of any kind or nature that I may suffer during or as a result of my participation in the Activity or travel to or from the Activities. I further agree to indemnify, defend and hold harmless the Releasees from and against any and all liabilities, claims, demands, actions, and causes of action for personal injury, property damage or any other harm whatsoever asserted by any third party, whether based in contract, tort or otherwise and caused in any way by my intentional acts or negligent acts or omissions during the Activities or any travel to or from such Activities.

3. I agree that I am participating in the Activity or using University facilities and equipment voluntarily and at my own risk and discretion. I acknowledge that participating in any physical activity, including strength, flexibility, aerobic exercise, and use of any equipment or facility presents inherent risk of injury, infection or even death, which risks I accept and assume as part of my voluntary participation in and/or observation of the Activity. I understand that if I do not abide by any University policy, including, but not limited to, the University Student Code of Conduct, or fail to adhere to University staff directions, then I may be prohibited from using University facilities or equipment or participating in University Activities, and may be required at any time to return to University’s main campus at my own expense.

4. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, illness, or other infirmity that would prevent my participation or use of equipment or machinery. I acknowledge that I have either been given permission by my physicians to participate, or that I have decided to participate and use University facilities and equipment, if applicable, without physician approval and do hereby assume all responsibility for my participation and utilization of such facilities or equipment.

5. The University’s highest priority is the safety of its students, faculty, staff, and visitors. I know that, by attending and engaging in University Activities on and off-campus, including attendance in classes, living on campus, eating in dining halls or other food service areas, and participating in sports and recreation, I may be exposed to COVID-19 and other infections. I understand COVID-19 is a highly contagious virus and it is possible to develop and contract the COVID-19 disease, even if I follow all the safety precautions recommended by the CDC, other health regulatory agencies and government authorities, and the University Health and Safety Committee (all hereinafter “Health Agencies”). I understand I can never be completely shielded from all risk of illness caused by COVID-19 or other infections. I agree to be an active participant in maintaining my own health, well-being and safety, as well as the safety of others, by following the guidelines and expectations outlined by the University.

6. As more information is gathered and known, I understand that the University may modify Health Agencies’ guidelines and expectations. It is my responsibility to make every effort to keep myself apprised of these changes to protect myself and the community. By signing this waiver, I 1) acknowledge that I have read and understood relevant community expectations and policies, including, but not limited to those published or referenced at: (<https://www.campbell.edu/coronavirus/campbell-ready/community-expectations-policies/> and 2) acknowledge and represent that **I have read this document in its entirety, understand it, and sign it voluntarily.**

7. This agreement is binding on me, my heirs, my assigns, and personal representatives.

Signature and Date: _____
Participant’s Printed Name: _____

Parent or Guardian Signature and Date: _____
(IF PARTICIPANT IS UNDER 18)