

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): Swarthmore College
S.O. Contact Name: #:

Releasing Participant: _____

Notices:

- Participation in this Activity is completely voluntary.
- In the event of a medical emergency, emergency response personnel will be contacted.
- 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.
- 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 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 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, economic loss, mental and emotional anguish, bodily illness/injury (including broken bones, tissue damage, exposure/infection to diseases/viruses, such as but not limited to COVID-19 and its variants, and death), and may result from, but is not limited to, physical contact, conflict with others, outdoor exposure/effects of weather conditions, traveling to/from/around the Activity location, food consumption, as well as any other circumstance listed here: _____

I also agree to be solely responsible for any injury, loss, or damage, which I might sustain or cause 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

Your Signature _____ Date _____
Print Your Full Name _____ Phone# _____
Address _____