HAMLINE UNIVERSITY

Sport Clubs

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

I, _____, hereby acknowledge that I have voluntarily elected to participate in the Hamline University Sport Clubs Program as a member of the _____ sport club, from **July 1, 2012 to June 30, 2013**. **In consideration for being permitted by Hamline University to participate in the Program, I hereby acknowledge and agree to the following:**

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary. As a condition of my participation, I hereby grant Hamline University the right to use, for promotional purposes only, any photographs of me taken by Hamline University, its employees or agents, during my participation in the Program. I further understand and agree that Hamline University may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Hamline University policies and procedures, including the Campus Recreation policies which appear in the Sport Club Handbook. I further agree to abide by all the rules and requirements of the Program. I acknowledge that Hamline University has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or for any other reason in Hamline University's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program. I understand that as a Participant in the Program, I will engage in physical activities, including but not limited to practicing, training, observing, traveling to and from, and competing in Program events, during which I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only Hamline University's actions, inactions, negligence or fault 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.

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** Hamline University, its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") 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, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS 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.**

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program, which include activities such as, practicing, training, observing, traveling to and from, and competing in Program events. 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 can be a vigorous activity involving severe cardio-vascular stress and/or violent physical contact. I understand that Program 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 involves a particularly high risk of knee, head, and neck injury. In addition, I understand that participation in the Program 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 Sport Club, Campus Recreation, or Student Activities related activities via private vehicles, common carriers, and/or Hamline University owned vehicles, local transportation to and from the activity site weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees, 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' GROSSLY INTENTIONAL OR NEGLIGENT ACTS** and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees 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, **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' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Program 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.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Program 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 Releasees do not have medical personnel available at the location of the Program. In the event of any medical emergency, I (initial one) **do**___ (-or-) **do not**___ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that Hamline University personnel deem necessary for my safety and protection. I understand and agree that Releasees 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 Minnesota.

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.

CONTINUE TO CLUB INFORMATION & SIGNATURE SECTIONS ON PAGE 3
(Keep pages 1 & 2 for your records)

CLUB MEMBERSHIP INFORMATION

MEMBER NAME	SPORT CLUB NAME(S) -- *List each applicable sport clubs*
HAMLINE ID#	**HAMLINE EMAIL ADDRESS**
DATE OF BIRTH	**PHONE NUMBER**
CURRENT ADDRESS	**PERMANENT ADDRESS**
CLASS STANDING (Ex. First Year, Grad, etc.)	**ON-CAMPUS -or- COMMUTER STUDENT**
EMERGENCY CONTACT NAME/RELATIONSHIP (Ex. Parent)	**EMERGENCY CONTACT PHONE NUMBER**
EMERGENCY CONTACT NAME/RELATIONSHIP (Ex. Parent)	**EMERGENCY CONTACT PHONE NUMBER**
CURRENT HEALTH INSURANCE POLICY? (YES -or- NO)	**HAMLINE HEALTH INSURANCE -or- PARENT INSURANCE**
PLEASE PROVIDE ANY IMPORANT MEDICAL INFORMATION (Medications, Medical Conditions, Allergies, etc.)	

If participating in more than one sport club, only one form needs to be submitted as long as all sports are listed above

Hamline University
Alcoholic Beverages and Non-Prescription Drug Statement

This statement emphasizes Hamline University's policy regarding the importance of individual and team responsibility pertaining to the use of alcohol and/or drugs. Neither alcoholic beverages nor non-prescription drugs can be transported or consumed in Hamline University vehicles. The use of alcohol and/or drugs during officially sanctioned travel will not be tolerated. The Campus Recreation/Student Activities staff will address all incidents involving individuals that violate these regulations. Incidents may be referred to the Dean of Students Office with a recommendation for further action.

In addition, the club/team may be held responsible for the actions of individuals during officially sanctioned travel. Abuse of alcohol and/or drugs or other irresponsible behavior adversely affects the status of the club/team. When these lapses in judgment are foreseeable and preventable by officers or other members of the team, Hamline University expects such situations to be reported immediately.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of both the Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement -AND- Alcoholic Beverages and Non-Prescription Drug Statement. I also understand that my participation is contingent upon accurate completion of all information requested on this form prior to engaging in any sport club related activities.

Date: _____ Signature: _____

Signature of Parent/Guardian for Participants Who Are Minors:
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 AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY HAMLINE UNIVERSITY.** _____ _____
(Date) (Signature of Parent or Guardian if under the age of 18)

OFFICE USE ONLY
Received By: _____ Initials: _____ Date Submitted: _____