



Bryant University Campus Recreation Programs

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

NOTE: Before signing, carefully read the statements below. Do not sign unless you fully understand the risks of the program.

Acknowledgment and Assumption of Risk

I wish to participate in the activity specified above. I am aware that this activity is a vigorous activity that can involve severe cardiovascular stress and potentially violent physical contact.

I understand that this activity involves certain risks including, but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs. I understand that equipment, if any, which may be provided for my protection may be inadequate to prevent serious injury. I understand that Bryant University will not provide access to an athletic trainer for the prevention or treatment of injuries related to this activity. I also understand that there are potential other risks of which I may not presently be aware.

In addition, I understand that my participation in this activity (whether for practice, performance, or game) involves activities and risks 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 exposure to the possible reckless conduct of other participants.

Nevertheless, **I voluntarily elect to participate in this activity with knowledge of the potential danger involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.**

Release of Liability

In consideration of Bryant University (*including Bryant University, the Bryant University Board of Trustees, its coaches and advisors, and any employees, instructors, volunteers, agents, and all others who may be involved or acting on its behalf, collectively referred to below as "you/your/yours"*) permitting me to participate in this activity, I (*and my family, estate, heirs, or assigns, collectively referred to below as "I/me/my/mine/we/us/our/ours"*), release and hold you harmless from claims for property damage, personal injury, or wrongful death arising as a result of my engaging in or receiving instruction in the activity specified above, or any activities incidental thereto — wherever, whenever, or however any such loss may occur — except for losses which result from your gross negligence.

Except for claims and recoveries resulting from your gross negligence, **1) I hereby voluntarily waive any and all claims that I may make, both present and future, and 2) I relinquish the right to recover for injury or death.** (To clarify, this waiver and relinquishment is on behalf of, and binding upon, me and anyone else associated with me.)

I understand that this waiver is to be construed by the laws of the Rhode Island, and is intended to be as broad and inclusive as those laws permit. I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings involving these matters shall be in the state of Rhode Island.

I affirm that I am of legal age and am freely signing this agreement. **I have read this form and fully understand that by signing this form, I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation.