

Waiver, Release, Indemnity and Promise Not to Sue

I, the undersigned Participant, wish to participate as a member of the _____ sport club (the "Club") at The College of New Jersey ("TCNJ") during the period _____, 2020 through _____, 2021. The Activity shall be defined as participation in a practice, competition or other event of the Club and travel in connection therewith.

In consideration of TCNJ's permitting me to participate in the Activity, I, intending to be legally bound hereby, understand, represent, acknowledge, and agree as follows:

I fully recognize that certain risks are involved in participating in the Activity; such risks may include property damage, personal injury and death; and I voluntarily assume those risks.

I am wholly responsible for my own behavior and possessions during the Activity and any other time spent on the TCNJ campus. I will behave responsibly and professionally and follow directions of the employees and agents of TCNJ and engage in the Activity in a prudent and cautious manner. I will not consume or be under the influence of alcoholic beverages or non-therapeutic/prescribed drugs while participating in the Activity. I will not (i) act in any way that shall interfere with the lawful running or operation of the Activity or equipment used in connection with the Activity or (ii) engage in any type of conduct, which contributes to or causes injury to any person (with the understanding that even while acting responsibly and in accordance with the applicable rules of the Activity, injuries may still result). I will not perform any tasks or perform athletically in any capacity that I am uncomfortable with or feel unsafe doing.

I am responsible for all of my own loss, liability and expenses, including medical expenses in connection with the Activity. I have provided TCNJ Office of Recreation professional staff with all necessary medical and health information needed for my safe completion of the Activity, or carry all necessary medical and health information with me. I understand that I have the opportunity to inform TCNJ of any disability that I may have and to request a reasonable accommodation that would permit me to perform the essential functions of a participant in the Activity. To the extent that I have any physical, mental, psychological or medical condition that would prohibit me from participating or materially increase the risk to me or others of my participating in certain aspects of the Activity, I have so notified the [Director of Recreation] in writing and retained a copy of that notice showing the written acknowledgment of the [Director] and I have been directed to consult with the TCNJ Office of Disability Support Services. If I have not so notified the [Director], I represent that I have no physical, mental, psychological or medical condition that would prohibit me from participating or materially increase the risk to me or others of my participating in the Activity. I am responsible for my own personal medical needs, including medical insurance coverage. I have adequate insurance to cover any medical expenses for any injuries that may arise out of the Activity. I hereby authorize the employees and agents of TCNJ, at their discretion, to administer to or seek for me first aid and other emergency medical services and transportation for further medical care, but I acknowledge that they may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation.

I will not hold TCNJ, the New Jersey Educational Facilities Authority, the State of New Jersey or any of their respective trustees, directors, officers, employees, agents, students or volunteers (collectively, the "Releasees") responsible for any personal injury (including death) or property damage that I might incur in connection with the Activity, even if the negligence of any of the Releasees caused or contributed to such injury or damages. I will not sue or seek damages from any of the Releasees in any form and I hereby waive and release any and all claims against each of the Releasees for personal injury (including death) or property damage, arising in any way out of my participation in the Activity, even if the negligence of any of the Releasees caused or contributed to such injury or damages and I agree to indemnify, defend and hold each Releasee harmless from any such claims. I recognize that this release means I am giving up, among other things, rights to sue the Releasees for injuries, damages or losses I may incur.

My participation in the Activity and the signing of this Waiver, Release, Indemnity and Promise Not to Sue are completely voluntary. I have read and do understand and agree to be bound by the above statements, which are true and accurate.

READ ABOVE CAREFULLY BEFORE SIGNING BELOW.

Email: _____

Academic Year (circle)
Freshman Sophomore Junior Senior Graduate

Years Affiliated with Sport Clubs (circle)
1 2 3 4 5

Participant's Printed Name

Participant's Signature

Date

If under 18:
Parent/Guardian's Printed Name

Parent/Guardian Signature

Date
