

ROCHESTER INSTITUTE OF TECHNOLOGY
RELEASE AGREEMENT

I, _____, wish to participate in the _____ (the "Activity") offered by Rochester Institute of Technology ("RIT"). As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

1. **Assumption of Risk.** I understand that participating in the Activity entails inherent risks including, but not limited to, the risks described in the Activity Detail Form. This Activity Detail form may be attached to this agreement or may be viewed at www.rit.edu/~311www/iaforms.php3. A copy of this form may also be obtained from the Interactive Adventures program office. I have been given the chance to ask questions concerning this Activity Detail Form and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the gross negligence or wilful misconduct of RIT, its officers, trustees, agents, employees or volunteers (the "Releasees").

2. **Liability Release.** In consideration for RIT allowing me to participate in the Activity, I agree I will not sue the Releasees and I release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.

3. **Indemnification.** I agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that Releasees may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.

4. **Warranty of Physical Fitness.** I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the Releasees have not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity and Releasees are relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by this insurance incurred as a result of my participation in the Activity.

5. **Emergency Medical Treatment.** I grant the Releasees permission to authorize emergency medical treatment as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns or personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws provision. The courts in Monroe County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both sides of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Name of Participant (printed) Signature

Date _____