

ROCHESTER INSTITUTE OF TECHNOLOGY
AGREEMENT TO PARTICIPATE – RELEASE/WAIVER FORM

I, _____, wish to participate in _____ (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. **If I am not yet 18 years of age, my parent and/or legal guardian gives permission for me to participate in the Activity, and a precondition to my participation in the Activity, my parent and/or legal guardian has read the following Release Agreement (the “Agreement”) and agree to its terms on their and my behalf.**

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 Details section on the second page of this Agreement. I have been given the chance to ask questions concerning the Activity Details and all of my questions have been answered to my satisfaction. 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(ies), including death, which might occur or be sustained by me as a result of my participation in the Activity.

2. Liability Release. In consideration for RIT allowing me to participate in the Activity, I agree, to the fullest extent permitted by law, that I will not sue RIT, its coaches, officers, directors, trustees, agents, employees, representatives or volunteers (the “Releasees”) and I release 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 but without limitation, any claims for personal injuries, including death, that may be sustained by me or to any property belonging to me, arising from the Activity, while upon the premises where the Activity is being conducted, or while traveling to and from Activity (“Claims”). This release shall apply regardless of how such Claims may arise and regardless of who is at fault, even if caused by the negligence or fault of Releasees, excepting those Claims directly arising from the gross negligence or willful misconduct of the Releasees. I acknowledge that some of the Activity may be provided by independent third parties, such as transportation companies, park operators, or family entertainment providers (“Providers”). These Providers are not agents of, or represented by RIT, and RIT is not liable for any acts or omissions of Providers.

3. Indemnification. I agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless Releasees from and against any loss, liability, damage or costs, including court costs and attorneys’ fees arising out of my participation in the Activity, excepting those claims directly arising from the gross negligence or willful misconduct of 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 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.

5. Emergency Medical Treatment. I maintain medical insurance that covers me for accidents and illnesses while I am participating in the Activity and I assume full responsibility for payment of medical expenses not covered by this insurance incurred as a result of my participation in the Activity. I grant the Releasees permission to authorize, as a result of my participation in Activity, emergency medical treatment as they deem appropriate. I understand and agree that the Releasees assume no responsibility and shall not be liable for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

6. Behavioral Expectations. I understand that participation in the Activity may requires adherence to the behavioral expectations and rules of the Activity which are subject to change. Failure to comply with these expectations and rules will result in a dismissal from the Activity. Any dismissal from the Activity as a result of my failure to adhere to the behavioral expectations shall not entitle me to any refund, full or partial.

7. Talent Release. I grant to RIT the absolute and irrevocable right and unrestricted permission to use, reproduce, broadcast, telecast, publish, present and display the name, likeness, features, voice, identity, resemblance, quotations or photographs of me while engaged in the Activity. I agree that I am not entitled to any compensation for the use of my name, likeness, features, voice, identity, resemblance, quotations or photographs whether used for illustration, promotion, art, editorial, advertising, trade, or any other purpose.

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.

**THIS IS A RELEASE OF LEGAL RIGHTS AND ASSUMPTION OF RISK.
READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.**

In signing this Agreement, I acknowledge that I have read both pages of this Agreement, I understand it, and I 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. **If I am not yet 18 years of age, I agree to have my parent/guardian read and sign this Release Agreement on their and my behalf in the space provided below.**

NOTE: This document can only be signed by a legal adult. If you are a student under the age of 18, a parent or guardian is required to read and sign this document for you to participate.

_____	_____
Name of Participant (printed)	Signature

Date

For minors under the age of 18:

_____	_____
Parent/Guardian (printed)	Signature

_____	_____
Name of Participant (printed)	Signature

Date

ACTIVITY DETAILS

Name of Activity: _____

Date(s) of Activity: _____

Location of Activity: ☐ RIT Campus **Other:** _____

Description of Activity:

By participating in these activities you may be exposed to several inherent risks, including but not limited to those listed below:

In our effort to conduct a safe event, we request that you conduct your participation with the safety of yourself and others in mind.