

UNIVERSITY OF ROCHESTER
ACKNOWLEDGEMENT AND RELEASE AGREEMENT

I, _____, wish to participate in the _____ (the "Activity") offered by University of Rochester ("U of R"). 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 this Activity Detail Form on the reverse side of this Release Agreement. I have read and understood the Activity Detail Form. I have been given the chance to ask questions about the 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 I may sustain as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of U of R, its officers, trustees, agents, employees or volunteers (the "Releasees"). I understand that I am not required to participate in the Activity and that I choose to do so voluntarily and free of duress.

2. Liability Release. In consideration for U of R allowing me to participate in the Activity, I agree I will not sue the Releasees and I hereby release and indemnify 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, personal injury (including death) or property damage, that I may sustain, arising from the Activity or while upon the premises where the Activity is being conducted, unless due directly to the gross negligence or willful misconduct of the Releasees.

3. Statement of Physical Fitness. I state that I am physically fit and in a condition that will allow me to participate fully and safely 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 statement of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

4. 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 result from such emergency medical treatment.

5. Governing Law. 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 principles. The courts in Monroe County shall be the forum for any lawsuits arising from the Activity or relating 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 (or that I am the Parent/Guardian of the Participant if he or she is under 18).

Name of Participant (printed)

Signature

Date

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

ACTIVITY DETAIL FORM

Name of Activity: _____

Date(s) of Activity: _____

Location of Activity: _____

Description of Activity: Participation in _____ sport, which may include training, practices, drills and competitions, some of which may involve bodily contact with others and with equipment.

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

Physical injury, including but not limited to broken bones, concussions or other head injuries, organ damage, torn ligaments and tendons, cardiac injury, and even death. These may be accompanied by psychic injury or mental anguish. These risks may result from participation in practices, training drills and competitions, and during travel to and from practices and competitions.