ARCADIA UNIVERSITY INTERCOLLEGIATE ATHLETIC PROGRAM
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in ARCADIA UNIVERSITY's ("ARCADIA") Intercollegiate Athletic Program ("Program") I, _____ ("Participant"), (or on behalf of my minor child) hereby acknowledge and agree to the following:

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program, including the risks addressed in the Arcadia University Athletics Informed Consent Form, attached and incorporated hereto as Exhibit "A." I understand that as a Participant in the Program, I will be engaged in activities that may include, but are not limited to, practicing, training, observing, traveling to and from, and competing in Program events, during which I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only ARCADIA's actions or inactions, but also the actions, inactions, negligence or fault of others, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility, except for those occurrences due to ARCADIA's gross negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE ARCADIA**, its governing board, directors, officers, employees, coaches, athletic trainers, agents, volunteers and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer while playing, practicing or in any other way involved in my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in Program activities, including but not limited to, practicing, training, observing, traveling to and from, and competing in Program events. I understand that there are potential dangers which may expose me to the risk of personal injuries, property damage, or even death. I

am aware that the Program can involve vigorous activity involving severe cardio-vascular stress and/or violent physical contact. I understand that Intercollegiate Athletic activities involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damages, and serious injury to virtually all bones, joints, muscles, and internal organs, and that protective equipment may be inadequate to prevent serious injury. I understand that it is my responsibility to wear all required equipment and that no modification of equipment or uniform is to be made. I further understand that Intercollegiate Athletics involve a particularly high risk of knee, head, and neck injury. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the Program, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. Furthermore, I understand that potential risks may arise due the following: travel to and from ARCADIA via private vehicle, common carrier, and/or an ARCADIA owned vehicle; weather conditions; facility conditions; equipment conditions; negligent first aid operations or procedures of Releasees; and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS OF PARTICIPATION IN PROGRAM ACTIVITIES, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS IF THE RELEASEES**, **UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR GROSSLY NEGLIGENT ACTS**, and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Program personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require not directly related to my participation in the Program.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in Intercollegiate Athletics and that I do not have any medical condition or history of injury that could be aggravated by my participation in my particular sport, but that if I do have such condition or history of injury I will disclose it to ARCADIA prior to participation in the Program. Further, I agree to abide by ARCADIA's requirements, rules and decisions for physicals and medical exams for student athletes.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I (initial one) do____ do not____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that ARCADIA personnel deem necessary for my safety and protection. **I UNDERSTAND AND AGREE THAT RELEASEES ASSUME NO RESPONSIBILITY FOR ANY INJURY OR DAMAGE WHICH MIGHT**

ARISE OUT OF OR IN CONNECTION WITH SUCH AUTHORIZED EMERGENCY MEDICAL TREATMENT.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE ARCADIA FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR WRONGFUL DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.

Date: _____ _____

(Signature)

_____

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY ARCADIA.** I agree to the foregoing conditions on behalf of my minor child.

Date: _____ _____

(Signature of Parent or Guardian)

_____

(Printed Name of Parent or Guardian)

Received by:

Date: _____ _____

(Signature)

_____

(Printed Name of Institution Official)