

MESSIAH COLLEGE

WAIVER AND RELEASE OF LIABILITY

I understand that this is a legally-binding Waiver and Release of Liability given by me, _____ (“Participant”), to **MESSIAH COLLEGE** (“College”).

I understand that there are dangers and risk to which I may be exposed by participating in any way in **Messiah College’s Falcon Fun Run** on [INSERT DATE] (“Activity”). I understand that the College **does not require** me to participate in this Activity, but I want to do so and choose to participate voluntarily, despite the possible dangers and risks.

I understand that participating in the Activity is a potentially hazardous activity. I understand that the Activity may involve significant physical exertion and that it is possible for me to suffer a serious injury during practice, conditioning, travel, or participation in the Activity. I understand that such an injury could result in death or other serious physical and/or psychological harm and damage to me or my property. All such risks are known and understood.

I agree that if my child(ren) is under the age of eighteen (18) and participates or accompanies me in the Activity, as their guardian, I am responsible for their safety and for their actions at all times. I hereby enter into this Waiver and Release of Liability on their behalf and expressly agree that all provisions contained herein shall apply fully to the minor and myself as the minor’s parent or legal guardian.

I understand and agree that pets are not permitted to accompany me in the Activity, with the exception of certified working service dogs.

I understand that the College is not responsible for any personal items or property that are lost, stolen, stained or damaged at or during the Activity.

I understand that the College will not have medical personnel available at the site of the Activity. I have no health-related conditions which preclude or restrict my participation in the Activity. I agree that the College is not responsible for my medication needs, and I am responsible for my own safety and wellbeing while participating in the Activity. I grant the College permission to authorize emergency medical treatment for me, if necessary, and agree to reimburse the College for any costs.

Assumption of Risk. In consideration of being permitted to participate in any way in the Activity, I voluntarily assume all risks associated with me, my child(ren), and service animal participating in the Activity, including, but not limited to, slips, falls, contact with other participants, negligent or wanton acts of other participants, any defects or condition of premises or color zones, the effects of the weather including high heat, cold temperatures, storms and/or humidity. All such risks are known, assumed, and appreciated by me. I understand that the College makes no representations as to the

condition or safety of the lands, streets, structures, surroundings, other participants or observers involved in the Activity.

Waiver and Indemnification. In consideration of being permitted to participate in any way in the Activity, I, for myself, my heirs, personal representatives, executors, or administrators do hereby release, waive, forever discharge, indemnify, covenant not to sue, and hold harmless the College, its trustees, directors, officers, employees, agents, volunteers, and appointees (“College Released Parties”) from liability from any and all claims, actions, suits, procedures, costs, expenses, and damages of any kind and nature whatsoever, including attorney’s fees and costs, regardless of whether or not caused or alleged to be caused in whole or in part by the negligence or other fault of any of the College Released Parties, or otherwise, resulting in personal injury, accidents or illnesses (including death), and property loss related to my, my child(ren)’s, and service animal’s participation in the Activity.

I expressly agree that the foregoing Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Waiver and Release of Liability shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

I acknowledge that I have read this Waiver and Release of Liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue on my own and on behalf of my child(ren). I acknowledge that I am signing the Waiver and Release of Liability freely and voluntarily, and intend by my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.

(Participant’s Print Name)

(Date)

(Signature of Participant)

OR

(Signature of Parent/Legal Guardian if Participant is under 18)