



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the _____ event on _____, 20____, organized and held by _____, and funded by _____, I hereby release, waive, discharge, and covenant not to sue the University of Delaware, its Board of Trustees, officers, agents, and employees (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activity is being conducted, regardless of whether such loss is caused by the negligence of the Releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I understand and am fully aware of the risks and hazards connected with the _____ event, and I am aware that by participating I run the risk of injury to me or damage to property. I hereby elect to participate voluntarily in the event. I understand that the University of Delaware does not require me to participate in this activity. I am in good health and able to participate in the above referenced activity.

3. I agree to indemnify Releasees and hold each of them harmless from any loss, liability, damage, or costs, including court costs and attorneys' fees, that Releasees may incur due to my participation in said activities, whether caused by negligence of Releasees or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, spouse, heirs, assigns, and personal representatives, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named Releasees. This Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Delaware. Any mediation, suit, or other proceeding relating to the terms of this Waiver of Liability and Hold Harmless Agreement must be filed only in Delaware and the federal or state courts of Delaware.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed. No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver of Liability and Hold Harmless Agreement on this _____ day of _____, 20_____.

Signature: _____ Printed Name: _____