

ALVERNIA UNIVERSITY
400 St. Bernardine Street | Reading, Pennsylvania 19607

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK,
COVENANT NOT TO SUE AND INDEMNIFICATION AGREEMENT

INTENDING TO BE LEGALLY BOUND, I, the undersigned, hereby release and discharge Alvernia University, its Trustees, agents, officers and employees (collectively, the "University") from all claims, responsibilities and any liabilities for any injuries, illness and/or loss (physical or economic), which may result from or arise out of, or be connected with my voluntary participation in the following:

Alvernia University Football 7 on 7 Tournament

By signing below, I acknowledge that participation in the Activity may be dangerous and may result in harm to my property and to me that may not be known to me or readily foreseeable at this time. Furthermore, I acknowledge that participation in the Activity may expose me to hazards or risks that may result in illness, personal injury or death whether caused by my own actions or inactions, the actions or inactions of others and/or the actions or inactions of the University. I understand and appreciate the nature of such hazards and risks.

In consideration of my voluntary participation in the Activity, the sufficiency of which is hereby acknowledged, I hereby voluntarily accept and assume the hazards, risks and dangers associated therewith and forever indemnify and hold harmless the University from any and all liability to me, my personal representatives, estate, heirs, next of kin and assigns, as well as any other third parties, for any and all claims and causes of action arising out of my participation in the Activity. I agree to reimburse the University with respect to any and all such claims, demands, causes of action, losses, damages, liabilities, costs (including reasonable attorneys' fees and expenses, court costs and costs of appeals) asserted against or incurred by the University by reason of or arising out of my participation in the Activity, whether caused by the negligence of the University, or otherwise.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss and liability, and the consequences thereof in affiliation with my voluntary participation in the Trip / Activity. The provisions of any State, Federal, Local or Territorial law or statute providing in substance that releases shall not extend to claims, demands which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

I further promise, covenant and agree not to bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States, or in any State thereof, or elsewhere, against the University for personal injury, property damage or any other type of loss, arising out of, or in any way connected with my participation in the Activity.

I further understand and agree as follows: (1) that I may revoke this agreement at any time; (2) that this agreement is binding upon me and my heirs, executors, administrators, personal representatives and next-of-kin; (3) that this agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania; (4) that if any provision of this agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this agreement; (5) that, in the event of an emergency, I authorize University personnel or representatives to

approve emergency medical treatment for myself in the event of injury or illness during my participation in the Activity; and (6) that I am at least eighteen (18) years of age and am fully competent to sign this agreement.

I further acknowledge that I have had ample time to review this agreement along with the opportunity to have this agreement reviewed by an attorney and that a qualified employee of the University was available to discuss and answer questions regarding this agreement with me.

IN WITNESS WHEREOF, intending to be legally bound, I have hereunto set my hand this _____ day of _____, 20_____.

Signature of Participant

Signature of Witness

Printed Name of Participant

Printed Name of Witness

IF PARTICIPANT IS UNDER THE AGE OF 18:

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date Signed

EMERGENCY CONTACT INFORMATION

Who to Contact in Case of an Emergency

Relationship

City and State

Phone Number