

Participant's name: _____ [Print]

WEST CHESTER UNIVERSITY OF PENNSYLVANIA
Gordon Natural Area
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in:

Gordon Natural Area volunteer efforts, hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** West Chester University of Pennsylvania, and the State System of Higher Education, part of the Commonwealth of Pennsylvania, and their officers, employees, volunteers and agents from liability **for any and all claims including the negligence of West Chester University of Pennsylvania, its officers, employees, volunteers and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to 3) catastrophic injuries including paralysis and death.

Representations: *I certify that I am in good health and have no mental or physical condition or symptoms that could interfere with my safety or the safety of others while participating in any activity or while utilizing SRU Campus Recreation equipment or facilities.*

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD West Chester University and the State System of Higher Education HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law 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.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Adult Participant: _____ Date: _____

Signature of Parent/Guardian of Minor: _____ Date: _____

Participant's Age (if minor) _____