

RELEASE OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNIFICATION

Purpose of this Form. This form is to be signed by the Participant (and the Parent/Guardian of any Participant under the age of 18) in the Program. In consideration of the educational, social, recreational, and other benefits to be provided, the receipt and adequacy of which is acknowledged, Participant agrees as follows.

Definitions. The following terms have the stated meaning when used in this document:

- **Participant** – the student participating in the Program and all related activities that executes this document.
- **Potential Liabilities** – any and all loss, injury, death, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen, including, but not limited to, attorney fees and costs of litigation, and liabilities arising out of, connected with, or resulting from Participant’s involvement in the Program, such as medical expenses, other costs, injury, sickness, or death.
- **Program** – the Lake Nicol event, in conjunction with or arranged by the New College Council and to be held on or about September 15th, 2023, including all activities incidental or connected therewith.
- **UA** – The Board of Trustees of the University of Alabama, including the University of Alabama, foundations affiliated therewith, and their respective trustees, officers, employees, agents, representatives and volunteers.

Liability Release. THIS IS A RELEASE OF LIABILITY. Participant knowingly and voluntarily waives, releases, exculpates, and discharges UA from and against any and all Potential Liabilities connected with the Program. By signing this form, you voluntarily agree to discharge UA in advance from all such Potential Liabilities.

Indemnification. Participant agrees to hold harmless and indemnify UA from and against all Potential Liabilities related to or arising from Participant’s involvement in the Program.

Assumption of Risk. Participant understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation: activities potentially related to the Program; travel risks such as accidents, crashes, and risks from autos operated by UA as well as autos operated by other individuals or entities, poorly maintained streets, sidewalks, as well as criminal acts that can result in serious injury or death; premises risks, including those that may be owned by others and risks from water, such as drowning; injury risks from falls, collisions, or accidents (such as cuts, bruises, torn muscles, sprains, broken bones, etc.); outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others involved in the Program (such as transmitted illnesses or others’ actions); health risks, such as heart or respiratory events as well as other risks inherent in any strenuous activities, including things identified as “injury risks” herein; equipment risks, including failure, misuse, inherent risks, and risks from non-UA equipment; and other risks and hazards beyond the control of UA or others. Participant acknowledges that he/she has had an opportunity to investigate the Program before executing this form and, knowing and understanding all risks associated with the Program, Participant nevertheless **VOLUNTARILY AGREES TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the Program. Participant also agrees to take all reasonable steps to avoid any risks, injury, or death.

Health Care and Emergencies. UA does not accept responsibility or liability for providing health care services or health care insurance for Participant. Participant should consult his/her own medical care provider, and warrants his/her physical fitness to participate in the Program. Participant authorizes UA to obtain any necessary medical treatment for Participant during the Program. Participant agrees to be responsible for the payment of any fees and charges that may be imposed by any doctor or hospital facility in the provision of medical care to Participant. Further, Participant agrees to indemnify and hold UA harmless from any claim that may be made by a

doctor of medical facility of said fees and charges incurred in the provision of medical care to Participant. If requested, the Participant may be required to provide the name(s) and contact number(s) for a parent, guardian, or other party that is a reliable contact in the event of emergencies.

Conduct. Participant agrees, for the duration of the Program, to abide by all applicable federal, state, and local laws as well as the rules and regulations for the Program. Participant also agrees to at all times to comply with UA's Student Code of Conduct, which applies to behavior on and off campus. Further, Participant agrees to follow posted signs as well as instructions and directions of any accompanying University official, trip leader/organizer, or other official associated with an activity involved in the Program. Participant shall conduct himself/herself in a manner that brings honor to himself/herself, his/her family and his/her community.

Program Time/Contact. All times set with regard to the Program are firm. Participant may be left behind and will have to arrange for his/her own transportation. Each Participant is responsible for providing a cell phone or text address (with working device) to allow for a method to notify the Participant of schedule changes. Participant understands that schedule changes may occur over the course of the Program.

ACKNOWLEDGEMENT. I, AS PARTICIPANT, ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ENTIRE DOCUMENT AND ITS EFFECT ON MY RIGHTS. RELYING WHOLLY UPON MY OWN JUDGMENT, BELIEF, AND KNOWLEDGE ABOUT THE RISKS ASSOCIATED WITH THE PROGRAM, WHICH INCLUDE SIGNIFICANT INJURY OR DEATH, AND THE EFFECT OF THIS DOCUMENT, I VOLUNTARILY AGREE TO EXECUTE THIS DOCUMENT AND PARTICIPATE IN THE PROGRAM. I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE TO ME SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT. I VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL FULLY INTENDING TO LEGALLY BIND MYSELF, MY HEIRS, SUCCESSORS, AND ASSIGNS TO ITS TERMS.

Participant's Signature _____ Printed Name _____

Date _____ Participant's Date of Birth _____ Participant's CWID _____

***If Participant is under the age of 18, a Parent/Guardian must also execute this document.** THE SIGNING PARENT/GUARDIAN CERTIFIES THAT HE/SHE IS OVER THE AGE OF 18, HAS READ AND UNDERSTANDS THIS DOCUMENT, UNDERSTANDS THE RISKS, INCLUDING INJURY OR DEATH, ASSOCIATED WITH THE PROGRAM, IS VOLUNTARILY ALLOWING PARTICIPANT TO TAKE PART IN THE PROGRAM, HAS THE RIGHT TO SIGN ON BEHALF OF THE PARTICIPANT, IS SIGNING THIS DOCUMENT VOLUNTARILY, ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT, AND AGREES TO ENTER INTO THE SAME, FULLY INTENDING TO LEGALLY BIND PARTICIPANT, HIS/HER HEIRS, SUCCESSORS, AND ASSIGNS TO THE TERMS OF THIS DOCUMENT.

Parent/Guardian Signature _____

Printed Name _____

Relationship to Participant _____

Date _____

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****PLEASE READ AND FULLY UNDERSTAND THE FOLLOWING BEFORE SIGNING****

Purpose of this Form. This form is to be signed by the each Participant in the Activity who is 18 years of age or older. In consideration of the social, recreational, educational, and other benefits that may be provided, the receipt and adequacy of which is acknowledged, Participant agrees as follows:

Definitions. The following terms have the stated meaning when used in this document:

- **Participant** – the individual(s) participating in the Activity and all related activities that execute(s) this document. If this document is signed by a parent or legal guardian as Participant for themselves and/or on behalf of any of their minor children, then Participant includes the parent/guardian, as well as each of their Child Participants identified below.
- **Potential Liabilities** – any and all loss, injury, death, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen, including, but not limited to, attorney fees and costs of litigation, and liabilities arising out of, connected with, or resulting from Participant's involvement in the Activity, such as medical expenses, other costs, injury, sickness, or death.
- **Activity** – any recreational/educational activity, service, or program offered by UA that you choose to participate in, including and all activities related thereto. Examples of an Activity include, but are not limited to, all forms of physical exercise, sport club participation, intramurals sports, outdoor activities, special events, membership in the Rec Center, lifting weights, and other special activities, such as pilates, spin/cycle, climbing wall, pool usage, and personal training.
- **UA** – The Board of Trustees of the University of Alabama, including the University of Alabama, foundations affiliated therewith, and their respective trustees, officers, employees, agents, representatives and volunteers.

Liability Release. THIS IS A RELEASE OF LIABILITY. Participant knowingly and voluntarily waives, releases, exculpates, and discharges UA from and against any and all Potential Liabilities connected with the Activity. By signing this form, Participant voluntarily agrees to discharge UA in advance from all such Potential Liabilities.

Indemnification. Participant agrees to hold harmless and indemnify UA from and against all Potential Liabilities related to, connected with, or arising from Participant's involvement or participation in the Activity.

Assumption of Risk. Participant understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation, activities potentially related to the Activity like the following: travel risks such as accidents, crashes, and risks from autos operated by UA as well as autos operated by other individuals or entities, poorly maintained roads and sidewalks; premises risks, including premises that may be owned or operated by others as well as contact with the playing surface, walls, bleachers, and other objects in/on and around the playing surface, as well as risks from water, such as drowning; injury risks from falls, collisions, impacts, or accidents (such as cuts, bruises, torn muscles/ligaments/tendons, sprains, brain damage, paralysis, broken bones, eye damage, etc.); outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others, including those involved in the Activity as well as bystanders (such as transmitted illnesses, contact, or others' actions); health risks, such as concussion(s), respiratory events, neck/spinal injuries, injuries affecting vision, seizures, heart attacks, sudden illness, infectious diseases (including, but not limited to, COVID-19), non-fatal/fatal drowning and other risks inherent in any strenuous activities, including, but not limited to, the injury risks identified herein; equipment risks, including failure, misuse, inherent risks, and risks from UA or non-UA equipment; other risks and hazards beyond the control of UA or others, including, but not limited to, the criminal acts of others; and risks and hazards not presently known or reasonably foreseeable. Participant acknowledges that they have had an opportunity to investigate the Activity before executing this form and, knowing and understanding all risks associated with the Activity, Participant nevertheless **VOLUNTARILY AGREES TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the Activity. Participant also agrees to take all reasonable steps to avoid any risks, injury, or death.

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Physical Fitness, Health Care, and Emergencies. Participant understands that UA does not accept responsibility or liability for certifying Participant’s physical fitness to participate in the Activity or for providing health care services or health care insurance for those participating in the Activity. It is Participant’s responsibility to consult with a medical professional prior to the Activity. Further, Participant is strongly encouraged to obtain a sports physical or comparable clearance from a medical professional prior to participating in the Activity. By taking part in the Activity, Participant warrants their physical fitness to safely participate in the Activity. Additionally, Participant agrees to be responsible for payment of any fees and charges that may be imposed by any doctor or hospital facility in the provision of medical care to Participant.

Conduct. Participant agrees to follow posted signs and published rules as well as instructions and directions of any UA representative or other official associated with the Activity. Participant is personally responsible for the conduct of any guest that accompanies them to a UREC facility.

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ACKNOWLEDGEMENT. I, AS PARTICIPANT, ACKNOWLEDGE THAT I HAVE READ, CONSIDERED, AND UNDERSTAND THIS ENTIRE DOCUMENT AND ITS EFFECT ON MY RIGHTS. RELYING WHOLLY UPON MY OWN JUDGMENT, BELIEF, AND KNOWLEDGE ABOUT THE RISKS ASSOCIATED WITH THE ACTIVITY, WHICH INCLUDE SIGNIFICANT INJURY OR DEATH, AND THE EFFECT OF THIS DOCUMENT, I VOLUNTARILY AGREE TO EXECUTE THIS DOCUMENT AND PARTICIPATE IN THE ACTIVITY. I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE TO ME SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT. I VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL FULLY INTENDING TO LEGALLY BIND MYSELF, MY HEIRS, SUCCESSORS, AND ASSIGNS TO ITS TERMS.

***If Participant is under the age of 18, a Parent/Guardian must execute this document as the Participant and identify the underage Participant as a “Child Participant” below. THE SIGNING PARENT/GUARDIAN CERTIFIES THAT THEY ARE OVER THE AGE OF 18, HAVE READ, CONSIDERED, AND UNDERSTAND THIS DOCUMENT, UNDERSTAND THE RISKS, INCLUDING INJURY OR DEATH, ASSOCIATED WITH THE ACTIVITY, ARE VOLUNTARILY ALLOWING CHILD PARTICIPANT(S) TO TAKE PART IN THE ACTIVITY, HAVE THE LEGAL RIGHT TO SIGN ON BEHALF OF THE CHILD PARTICIPANT(S), ARE SIGNING THIS DOCUMENT VOLUNTARILY, ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT, AND AGREE TO ENTER INTO THE SAME, FULLY INTENDING TO LEGALLY BIND PARTICIPANT AND CHILD PARTICIPANT(S) LISTED BELOW UNDER THE AGE OF 18 AS WELL AS THEIR HEIRS, SUCCESSORS, AND ASSIGNS TO THE TERMS OF THIS DOCUMENT.**

→ Printed Name of Participant (and/or Parent/Guardian) _____

Signature of Participant (and/or Parent/Guardian) _____

Participant e-mail address _____

Date _____ Phone Number _____

Name of Child Participant _____ DOB: _____

Name of Child Participant _____ DOB: _____

Name of Child Participant _____ DOB: _____

