

Facilities Use Agreement

Please print the Following Information and Read and Sign the Following Agreement

Participant Name: _____
Address: _____

Date: _____
Phone: _____

Event: NEW ENGLAND ORIENTEERING CLUB EVENT

Date/s: From 04 / 21 / 2013 to 04 / 21 / 2013

Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participating in an Event described above including being in or using Amherst College Facilities, equipment or participating in Event activities whether on or off campus or at any dates before or after the dates specified.

any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Amherst College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the facilities, equipment, or services in association with the Event howsoever the injury is caused, including whether by the ordinary negligence of Amherst College or otherwise.

Amherst College is a non-profit educational institution. References to Amherst College include the Trustees of Amherst College, its trustees, employees, volunteers, students, student governing organization, participating organizations, agents and assigns, and other participants in the Event indicated above, hereafter referred to as the Event.

In consideration of my use of the facilities I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS Amherst College from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to the Event, my use of the facilities and my use of facilities, equipment, or services or other activities in association with the Event.

I freely choose to participate in the Event and freely accept all the risks associated with the Event and its activities. I understand that Amherst College is not an agent of, and has no responsibility for, any third party including without limitation any sponsor which may provide any services including food, lodging, travel, or any equipment associated with the Event.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Event and the use of facilities, equipment, or services in association with the Event, that I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily participating in the Event.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I agree to follow any rules or guidelines for the proper use of the facilities as may be provided to me or my group by Amherst College.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Event and my use of facilities, equipment, or services in association with the Event, and that by this agreement I am relieving Amherst College of any and all liability for such loss, damage or death.

Despite precautions, accidents and injuries can occur. I understand the activities I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or Event participation. Therefore I, ASSUME ALL RISKS RELATED TO THE ACTIVITIES including but not limited to:

My signature below indicates that I have read and freely signed this agreement. I further certify that I am at least 18 years old and legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Amherst College permitting my use of the facilities and my use of facilities, equipment, or services associated with the Event.

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not, permanent or temporary including but not limited to injuries caused by trips or falls such as head trauma, joint trauma, broken bones, oral, eye or other facial injury, other muscular-skeletal injury which may be temporary or permanent, including death, or any other injury that may occur as a result of participating in an activity or contact with physical surroundings or other persons.
• Theft or loss of my personal property while in transit or during Event activities
• Natural disaster or other disturbances, and alteration or cancellation of Event activities due to such causes

This agreement shall be construed and enforced in accordance with Massachusetts' law and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under Massachusetts' law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at

I further acknowledge that the above list is not inclusive of all possible risks associated with the Event or the use of facilities, equipment, or services in association with the Event, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand and agree that participating in this Event is an acceptance of risk of injury.

_____, (city, state),
this day of _____, 20_____.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Signature: _____

Date: _____ month/day/year

Witness: _____

Witness Address: _____

Witness Name Printed: _____

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of my use of the facilities, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE Amherst College from any cause of action, claims, or demands of

Signatures need not be notarized but must be witnessed.