

Assumption of Risk and Waiver of Liability

As indicated by my signing below, I, as parent/guardian, consent to my child's participation in _____ ("Program"). There are specific risks associated with Program, including *but not limited to* _____. I am solely responsible for determining whether my child has the appropriate level of physical, medical and mental health required to take part in Program. I understand and agree that my child is required to maintain appropriate medical insurance throughout the Program and I agree to maintain such coverage.

I understand and agree that the College assumes no responsibility for any injury, damage or liability that may be caused by Participant's negligent or reckless acts or omissions or the negligent or reckless acts or omissions of others, including, but not limited to, other participants or third parties. I hereby release and hold harmless the College, and each of its trustees, employees, representatives, and agents from any and all costs, damages, liabilities, injuries, claims, demands, suits, proceedings, actions, and investigations, including all losses, liabilities, expenses (including reasonable attorneys' fees) from any and all costs, damages, liabilities, injuries, claims, demands, suits, proceedings, actions, and investigations, including all losses, liabilities, expenses (including reasonable attorneys' fees), caused by, arising out of or which relate in any way to any negligent or wrongful act(s), omission(s), or fault of others, *including but not limited to*, other participants or third parties.

I agree to hold harmless, defend and indemnify the College and each of its trustees, employees, representatives, and agents from any and all costs, damages, liabilities, injuries, claims, demands, suits, proceedings, actions, and investigations, including all losses, liabilities, expenses (including reasonable attorneys' fees) from any and all costs, damages, liabilities, injuries, claims, demands, suits, proceedings, actions, and investigations, including all losses, liabilities, expenses (including reasonable attorneys' fees), arising out of my child's negligent and reckless acts or omissions. I affirm and warrant that I am authorized to enter into this Agreement on behalf of my minor child. This Agreement shall be governed by the laws of Massachusetts, without giving effect to any conflicts or choice of laws provisions thereof.

I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND I FULLY UNDERSTAND AND AGREE TO ITS PROVISIONS. I UNDERSTAND THAT THE COLLEGE OF THE HOLY CROSS IS RELYING UPON THE REPRESENTATIONS MADE HEREIN AS A CONDITION OF MY CHILD'S PARTICIPATION IN THE EVENT. I AM AWARE THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING SUBSTANTIAL LEGAL RIGHTS AND KNOWING THIS, I SIGN THIS DOCUMENT OF MY OWN FREE WILL.

Name of Participating Child

Date

Printed Name of Parent/Guardian

Signature of Parent/Guardian

(Circle one) I do / do not give my consent to the College of the Holy Cross to record my child's image (through photograph and other media created or not yet created) and to use such images for for any lawful purpose, including for example such purposes as publicity, illustration, and Web content.