

**RELEASE OF LEGAL RIGHTS AND WAIVER OF CLAIMS.**

PLEASE READ THIS DOCUMENT CAREFULLY AS IT AFFECTS CERTAIN RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES PARTICIPATING IN THIS EVENT/ACTIVITY.

Liability Release, Waiver, Discharge and Covenant Not To Sue.

I understand and agree that my participation in this event/activity is voluntary. I acknowledge that Queens University of Charlotte's decision to allow me to participate is a privilege. I further understand that: (1) I shall be responsible for my own behavior while participating in this event/activity; (2) I shall be responsible for participating in events/activities in a safe manner; and (3) I shall be liable for any and all acts that result in harm, injury, or death.

In consideration of my participation in this event/activity, I do release, waive, forever discharge, and covenant not to sue Queens University of Charlotte, its governing board, officers, agents, employees, volunteers, and any students acting as employees ("Releasee"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which arise out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, that occur during my participation in this event/activity. I have accepted (by signing this form below the Terms of Condition) this "Liability Release, Waiver, Discharge and Covenant Not to Sue" in full recognition and appreciation of the dangers, hazards, and risks of participating in such activities, which may include, but are not limited to, property damage and personal injury including, but not limited to cuts, bruises, sprains, strains, broken limbs, head injuries, and death.

In the event that I am rendered unable to communicate due to illness, accident, or emergency while participating in this event/activity, I hereby give permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this release and hold harmless agreement shall bind the members of my family, as well as my estate, heirs, administration, personal representatives, or assigns in the event of my death, and shall be deemed as a "Liability Release, Waiver, Discharge and Covenant Not to Sue" the Above-Named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in this event/activity.

In signing this Release, I acknowledge and represent that I have fully informed myself of the content of this Release of liability and hold harmless agreement by reading it before I sign it and that I have reviewed it and understand what it means and that I sign this document as my free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this event/activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

I further agree that this Release shall be construed in accordance with the laws of the State of North Carolina. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby. I agree that I am eighteen (18) years of age or older and am fully competent to sign this "Liability Release, Waiver, Discharge and Covenant Not to Sue", and that I execute this document for full, adequate, and complete consideration fully intending for myself, and for my family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

QUEENS  
UNIVERSITY  
*of*  
CHARLOTTE

By signing my name below, I am in understanding of the Release of Legal Rights and Waiver of Claims provided to me above.

\_\_\_\_\_  
*(Participant's Signature)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(University Witness' Signature)*

\_\_\_\_\_  
*(Date)*

As a person participating in this event, I freely acknowledge that I am providing my own personal transportation for the purpose of this event/activity. I understand the risks assumed and knowingly and willingly assume those risks.

\_\_\_\_\_  
*(Participant's Signature)*

\_\_\_\_\_  
*(Date)*