



YALE CLUB SPORTS

Assumption of Risk, Release, and Indemnification Waiver

I, _____, will participate in **Yale Club Sport** _____
“Program”, from [**Academic Year** _____ -- _____]. Club Sports are run and organized by Yale University students. This document (“Agreement”) covers all aspects of my participation in the Program. In this Agreement, “Yale” means Yale University, its trustees, officers, employees, trainees, students, volunteers, and agents.

- 1. Program Risks.** I understand that I have voluntarily and freely elected to participate in this Program, and that I am not required to do so. I understand that participation in the Program involves risks that Yale cannot eliminate, including, among others, risk of property damage, illness, bodily injury, permanent disability, and death from transportation to/from events, participation in athletic activity or athletic equipment used. If the Program includes international travel, I acknowledge that there are certain risks inherent in travel to the Program location, unique political, legal, social and economic conditions; different standards of design, safety and maintenance of buildings, public offices and conveyances; and local medical, environmental and weather conditions. I further acknowledge that such political, safety or health risks could result in illness, personal injury or death and that I have been advised to inform myself of the particular health and safety risks that may be unique to the location of the Program. I agree to apprise myself of this information prior to my departure in order to understand and appreciate the nature of such risks. I further understand that I have a continuing obligation to stay so informed during my travel.
- 2. Assumption of Risk.** I voluntarily take responsibility for all risks of participating in the Program.
- 3. Assumption of Medical Obligations:** I have consulted with a medical doctor with regard to my medical needs and acknowledge there are no health-related reasons or problems that preclude or restrict me from participating in the Program. I have arranged, through insurance or otherwise, for payment of medical care, if necessary, while I participate in the Program. I recognize that Yale is not obligated to attend to any of my medical needs, and I assume all risk and responsibility, therefore. If I require medical care during my participation in the Program, Yale is not responsible for the cost or quality of such care.
- 4. Release.** In exchange for Yale allowing me to participate in the Program, I release Yale from all legal and financial responsibility for any harm that I, or my property might suffer as a result of my participation, even if the harm is caused by Yale’s **negligence**.
- 5. Indemnification.** I agree to indemnify and hold Yale harmless from (that is to say, I agree to pay or reimburse Yale for) any costs, penalties, legal fees, or judgments (“Costs”) that Yale has to pay related to my participation in the Program, even if the Costs resulted from Yale’s **negligence**.
- 6. Governing Law and Jurisdiction.** The laws of Connecticut shall govern, and the courts of Connecticut shall interpret this Agreement.

7. **Binding Agreement.** This Agreement shall legally bind me, and my family members, spouse, estate, heirs, administrators, or personal representatives.
8. **Severability.** If a court decides that any part of this Agreement cannot be enforced, I agree to change that part to make it enforceable. If the unenforceable part cannot legally be changed, it will be severed, but the rest of the Agreement will remain in effect.
9. **Signature.** *I agree that I have read and understood this Agreement, I am of legal age (eighteen (18) or older) and competent to sign it, and I do so voluntarily and without relying on anything Yale wrote or told me except what is written above. I understand that I am free not to sign this Agreement and to find a different Program. If I am not of legal age, my parent or guardian has also signed this Agreement.*

Before you sign this Agreement, please read it carefully because it affects your legal rights.

If Participant is eighteen (18) years of age or older:

Printed Name of Participant: _____

Signature of Participant: _____ Date: _____

If Participant is under eighteen (18) years of age:

I acknowledge and agree to the terms of this Agreement as respects my child's participation in the Program:

Printed Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____ Date: _____

Participant Birthdate: ____/____/____