RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, INSURANCE AND PARENTAL CONSENT AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in the Lock Haven University Intercollegiate activities including but not limited to camps, clinics, tournaments or as a ball boy or girl I, for myself, my personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Lock Haven University Intercollegiate activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
- 2. FULLY UNDERSTAND that: (a) Lock Haven University intercollegiate games/activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the "releasees" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the activity; (d) Lock Haven University does not provide activity participants with medical insurance and is not responsible for paying medical deductibles or hospital costs for any participants. Each participant must have his or her own medical insurance plan.
- 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE LOCK HAVEN UNIVERSITY/THE STATE OF PENNSYLVANNIA, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and leasers of premises on which the activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the "releases", I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

PRINTED NAME OF PARTICIPANT:

(only if participant is under the age of 18)

| ADDRESS: | | | |
|--|--|--|---|
| (Street) | (City) | (State) | (Zip) |
| PARTCIPANT'S DATE OF BIRTH: | / | ELL PHONE: | |
| PARTICIPANT'S SIGNATURE | | | DATE: |
| PARENT/GUARDIAN SIGNATURE: (only if participant is under the age of 18) | | | DATE: |
| | MINOR F | RELEASE | |
| And I, the minor's parent and/or designated activity requires and expects the parent or g change is due to the recent legislation enact | guardian to remain here with | any child under the age of 18 | during the duration of this activity. This |
| And I, the minors parent and/or guardian, u and capabilities and believe the minor to be release, discharge, covenant not to sue, and demands, losses, or damages on the minor's otherwise, including negligent rescue operate a claim against any of the "releasees" name expenses, attorney fees, loss liability, damages of the control of th | e qualified, in good health, and agree to indemnify and says account caused or alleged tions and further agree that if ned above, I will indemnify | nd in proper physical condition we and hold harmless each of to be caused in whole or in par- despite this release, I, the min- ty, save, and hold harmless each | n to participate in such activity. I hereby the "releasees" from all liability, claims, rt by the negligence of the "releasees" or or, or anyone on the minor's behalf makes |
| PRINTED NAME OF PARENT/GUARDI. | AN: | | |
| ADDRESS:(Street) | | | |
| (Street) | (City) | (Sta | ate) (Zip) |
| CELL PHONE: | | | |
| PARENT/GUARDIAN SIGNATURE: | | | DATE: |