

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY, INSURANCE, PHOTO 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 try-outs, 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 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 SYSTEM OF HIGHER EDUCATION AND/OR THE COMMONWEALTH OF PENNSYLVANIA, their respective Foundation, 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 "releasees", 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.

4. The undersigned agrees to give permission to Lock Haven University to use his/her photograph for the purpose of publicizing the University in either general University promotions, which could include the University Web site; publications which include the print admissions package, brochures, magazines, video, television, newspaper, newsletters, and/or publications that may act as fundraising ventures for University clubs/organizations. Please note: The photo may occasionally contain a caption which identifies participating individuals.

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: _____ GENDER: _____

ADDRESS: _____ GRADE: _____
(Street) (City) (State) (Zip)

PARTICIPANT'S AGE: _____ DATE OF BIRTH: _____/_____/_____ CELL PHONE: _____

ALLERGIES: _____ CURRENT MEDICATIONS: _____

PARTICIPANT'S SIGNATURE _____ DATE: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____
(only if participant is under the age of 18)

PARENT/GUARDIAN AUTHORIZATION

And I, the minor's parent and/or designated guardian, understand as part of the requirements of this Lock Haven University athletic department activity requires and expects the parent or guardian to remain here with any child under the age of 18 during the duration of this activity. This change is due to the recent legislation enacted by Pennsylvania legislators for the protection of minors.

And I, the minor's parent and/or guardian, understand the nature of Lock Haven University Intercollegiate activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. In the event of an emergency and I cannot be reached I hereby give full permission to medically treat or hospitalize my child as named below. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the "releasees" from all liability, claims, demands, losses, or damages on the minor's 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 further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the "releasees" named above, I will indemnify, save, and hold harmless each of the "releasees" from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

PRINTED NAME OF PARENT/GUARDIAN: _____

HOME PHONE: _____ CELL PHONE: _____

IF I AM NOT AVAILABLE CONTACT: _____ PHONE: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

*Please note parent/guardian signature is required if participant is under the age of 18