

THIS IS A RELEASE OF LEGAL RIGHTS - READ AND UNDERSTAND BEFORE SIGNING.



## Firebird Battle of the Nest Dodgeball Edition

<b>Basic Information</b>	<b>Date:</b>
<b>First Name:</b>	
<b>Last Name:</b>	
<b>Home Phone:</b>	<b>N Number / ID Number:</b>
<b>Email Address:</b>	<b>Classification:</b> Freshman <input type="checkbox"/> Sophomore <input type="checkbox"/> Junior <input type="checkbox"/> Graduate <input type="checkbox"/> Alumni <input type="checkbox"/>

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I hereby acknowledge that I have voluntarily elected to participate in the Firebird Battle of the Nest, Dodgeball Edition ("Activity").

In consideration for being permitted to participate in the Activity, I hereby acknowledge and agree to the following:

**VOLUNTARY PARTICIPATION:** I acknowledge that my participation in the Activity is completely voluntary. I understand and agree that I will abide by the rules, policies, and procedures with respect to the Activity and that I will comply with the rules, requirements, and decisions of the officials with respect to the Activity. I agree to have fun at all times and portray good sportsmanship to the highest degree.

**INFORMED CONSENT:** I understand that the Activity requires physical exertion that may be strenuous at times and may cause physical injury and I am fully aware of the risks and hazards involved. I understand that I may sustain serious personal injury, illness, or even death as a consequence of the actions, inactions or negligence of others, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, disability, or death that I may sustain by any means is my sole responsibility.

**HEALTH/SAFETY:** I am aware of all applicable personal medical needs, and I am unaware of any health-related reasons or problems which preclude or restrict my participation in the Activity. I understand and agree that the University of the District of Columbia ("UDC") is not obligated to attend to any of my medical or medication needs during the Activity, and I assume all risk and responsibility therefore.

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If during the Activity I require medical treatment or hospital care, UDC is not responsible for the costs or quality of such treatment or care. I agree that UDC may, but is not obligated to, take any actions it considers necessary under the circumstances regarding my health and safety. I further agree to pay all expenses relating thereto and release UDC from any liability for any actions it may take.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Board of Trustees of UDC, its officers, employees and agents and their successors and assigns (hereinafter referred to as "Releasees") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my participating in the Activity and related activities, whether such liability, claims, or demands results from injury, from illness, from property damage, or otherwise. I understand and acknowledge that this discharges the Releasees from any liability or claim with respect to any bodily injury, personal injury, illness, death, monetary loss or property damage that may result from my participation in the Activity. I understand that the Releasees assumes no responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, accident, monetary loss or property damage.

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injury, or even death. I understand that these potential dangers include, but are not limited to: improper use of equipment, slips and falls, over-exertion, impact or collision with other participants, and negligence of other participants. I hereby expressly and specifically assume the risk of injury or harm in these circumstances and release the Releasees from all liability for injury, illness, death, monetary loss or property damage resulting from such circumstances during my participation with the Activity, and I assume full responsibility for my participation in the Activity.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity.

**CHOICE OF LAW/SEVERABILITY:** I hereby agree that this Agreement shall be construed in accordance with the law of the District of Columbia and that this Agreement is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND AND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**Signature:**

**Date:**