

Waiver of Liability and Release
Gustavus Adolphus College

READ CAREFULLY. THIS WAIVER OF LIABILITY AND RELEASE AFFECTS RIGHTS YOU MAY HAVE.

Dates: _____

Location(s) / Activities: Rugby workouts & physical activity (collectively, the “**Activities**”) at Gustavus Adolphus College (collectively GAC),

Player’s Team Name: _____

Player’s Name: _____

Player’s Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Parent/Guardian: _____

Parent/Guardian Email: _____ **Parent/Guardian Cell:** _____

The Player and Parent/Guardian named above hereby agrees, understands, and acknowledges as follows:

1. Prior to participating in Activities, I will inspect the facilities and equipment, & if I believe anything to be unsafe, I will not participate in Activities, and will immediately advise my coach / supervisor of such conditions.

2. That: (i) I am voluntarily participating in the Activities at my own risk; and (ii) such Activities involve risk of injury to person (including catastrophic injury, or death) or property which may be caused by forces of nature, other participants, equipment or facility malfunction, physical exertion, medical services or facilities not being readily available or accessible, and other causes, including but not limited to the Player’s own actions, inactions, or negligence, or the actions, inactions, or negligence of others, the rules of play, the conditions of the premises, or any of the equipment used, including any risks not reasonably foreseeable to Gustavus Adolphus College (“**GAC**”).

3. In consideration for the opportunity to participate in the Activities, I assume all of the foregoing risks as a condition of participation in the Activities, accept and assume full and personal responsibility for any and all risk of illness, injury to property or person, or death, related and incidental to my participation in such Activities, and any damages or liabilities resulting from any such injuries.

4. Except for gross negligence or willful misconduct by GAC or GAC Agents, I unconditionally: (i) release, waive and forever discharge GAC and its trustees, managers, members, officers, employees, agents, affiliates, subsidiaries, employees, volunteers, coaches, successors, assigns, and predecessors, insurers, sponsoring agencies, sponsors, and advertisers (collectively, “**GAC agents**”) from all known and unknown claims, demands, damages, actions or causes of action, on account of any illness, injury to property or person, or death which are related to or may occur from any cause during, before or after my participation in the official or unofficial Activities, events, or competitions (collectively, “**Claims**”); (ii) expressly agree to refrain from bringing suit or proceedings at law or in equity or otherwise as provided by law, against GAC or GAC Agents, related to any such Claims; and (iii) agree to indemnify, defend, and hold GAC and GAC Agents harmless from any loss, liability, damage or costs, including court costs and attorneys’ fees, that GAC or GAC Agents may incur due to any Claims or my participation in the Activities.

5. Accept responsibility for the coach’s and/or Player’s decision to continue participation if suffering from injuries.

6. Give consent and permission for: (i) medical data to be used anonymously in medical education & published studies of injury statistics & analysis; and (ii) use, without compensation, of my picture, name, voice or likeness for promotional, television, radio, or film coverage of GAC events and activities.

7. Give permission and consent to GAC and GAC Agents to administer medical care in the event that I, or the Parent/Guardian of the Player, are unable to do so, and request that in my absence or inability to do so, grant permission for the Player to be admitted to any medical facility for diagnosis & treatment. In case of injury,

accident or illness, I authorize: (i) any coach of my team and/or on-site volunteers or medical/first aid staff to provide appropriate medical treatment; and (ii) if an emergency transport is deemed necessary, an ambulance to transport the Player to a medical facility. I request & authorize physicians, athletic trainers, technicians, first aid personnel, nurses, & dentists, to perform any diagnostic, treatment, or operative procedures, & x-rays for the Player. I have been given no guarantee as to the results of examination or treatment, and accept total responsibility for any and all medical costs acquired by the Player. *Note: By agreeing to this section, you have accepted responsibility for all medical expenses incurred regardless of whether you are covered by insurance.*

In the event a serious medical emergency occurs, care will be provided by the nearest local medical facility. Please provide us with the following information as well as any additional information that would be appropriate for medical professionals to know in the event of a medical emergency.

Name of Participant: _____

Person to contact in the event of a medical emergency: _____

Relationship to participant: _____

Phone Number: _____

Alternate Phone Number: _____

Allergies (food or drug): _____

Other useful medical information:

I acknowledge, agree and represent that: (i) I have read this Waiver of Liability and Release (“**Release**”), understand it, and sign it voluntarily; (ii) no oral representations, statements, or inducements, apart from this Release, have been made to me; (iii) I am at least eighteen (18) years of age and fully competent, or if I am not age eighteen, the person(s) listed below as Parent / Guardian is the parent or guardian of the Player, and my parent(s) or guardian(s) agrees with the terms of this Release and executes it on my behalf, as well as on their own behalf, as to any Claims they may have arising from or related to the Activities; (iv) I execute this Release for full, adequate and complete consideration, fully intending to be bound by same; (v) this Release is in favor of GAC and GAC Agents, and shall be binding on my heirs, representatives, successors and assigns; (iv) if any portion of this Release is held to be invalid, the remaining portions of the Release shall continue in full force and effect; and (vii) this Release shall be construed and interpreted in accordance with the laws of the state of Minnesota.

Player Name

Date

Player Signature (if age 18 or older)

Player’s Parent / Guardian Signature

Player’s Date of Birth

Player’s Parent / Guardian Name