

RUTGERS ATHLETIC FACILITIES

UNCONDITIONAL AND FULL GENERAL RELEASE AND COVENANT NOT TO SUE

I _____ assume full responsibility and all risk for any injuries or illness that I may suffer or cause using the Rutgers Athletics-related facilities or services available therein (Facilities) or as a result of access to the Facilities. I recognize that use or access to the Facilities may expose me to strenuous activity including but not limited to muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities, contact with other participants, the effects of weather, including high heat or humidity.

I am eighteen years of age or older, will obey Rutgers University rules, am competent to read and sign this release, have read this entire agreement and understand that I am releasing legal rights. I acknowledge and agree that my use and access of the Facilities is purely voluntary and for my personal enjoyment and in no way mandated by Rutgers University or any of its agents.

My date of birth is __ / __ / ___ and I am not yet 18 years of age. I therefore have my parent / guardian signature below, along with mine to verify that I am releasing my legal rights in cooperation with this document.

In consideration of my use and access of the Facilities, I hereby **RELEASE AND WAIVE** any rights to recover from, or rights to sue, Rutgers University, or anyone acting on its behalf, including but not limited to, its related governors, trustees, directors, officers, employees, agents, contractors, students and assigns (Released Parties), for any personal injuries, illness or property damage or loss that might occur or arising from my use of or access to the Facilities (including any such injury, loss or damage resulting from the fault or negligence of any Released Party), except to the extent caused by the gross negligence or willful conduct of a Released Party. In consideration of my use and access of the Facilities, I hereby agree to **DEFEND AND HOLD HARMLESS** the Released Parties from and against any and all liabilities, obligations, damages, claims, actions and expenses, including, without limitation, reasonable attorney's fees and other professional fees (if and to the extent permitted by law) incurred by or asserted against any Released Party related to or as a result of my use or access of the Facilities.

In other words, I agree that I cannot sue or recover anything from the Released Parties if anything happens to me or to my property as a result of the Released Parties' past or future acts, including their negligence, and I will hold the Released Parties harmless from any injury or damage that I cause.

_____

PRINT NAME

Under 18 – Legal Guardian Name PRINT

_____

SIGNATURE

_____

SIGNATURE