BOWDOIN COLLEGE

INDEMNITY AND RELEASE AGREEMENT

In consideration of the Bowdoin College (the “College”) allowing me to use the athletic facilities of the College and my use of such facilities, the undersigned agrees as follows:

1. I understand that the use of the athletic facilities at the College poses risks of personal injury, loss or damage to property, or loss of life. I knowingly assume any and all risks connected with the use of such facilities and hereby waive any right to make any claim against the College.

2. I hereby release the College, its officers, employees, President, Trustees, and agents from any claim. I further agree to indemnify and hold harmless the College, its officers, employees, President, Trustees, and agents from any such claim.

3. This indemnity, waiver and release includes without limitation any claim arising out of the negligence or alleged negligence on the part of the College, its officers, employees, President, Trustees, or agents.

4. For purposes of this Agreement, the term “claim” means any claim, cause of action, damage or liability, specifically including attorney’s fees, relating to or in connection with the use of the College athletic facilities.

5. This Agreement shall be governed by Maine law and shall be binding on my heirs, personal representatives and assigns. If any part of this Agreement is found to be unenforceable by a court or other body having jurisdiction, the provisions shall be altered and not eliminated as may be considered reasonable, and as amended shall be enforced.

THIS IS AN INDEMNITY AND RELEASE AGREEMENT.

READ AND UNDERSTAND IT BEFORE SIGNING.

Date: ______________________

Participant’s Signature

Form #001-15