WAIVER, RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to utilize the Babson College (the “Sponsor”) Webster Center non-varsity facilities from 8/1/17 to 5/15/18 (herein referred to collectively as the “Activity”), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD Sponsor, its trustees, officers, servants, agents, volunteers and employees (herein referred to collectively as the “Releasees”) FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURIES, INCLUDING DEATH, that may be sustained by me during the Activity (which term includes any official or unofficial programs or activities in which I might participate during the Activity).

2. Despite precautions, accidents and injuries can occur. I understand that the Activity may be potentially dangerous and that I may be injured and/or lose or damage personal property, or suffer financial loss as a result of participation in the Activity. Therefore, I ASSUME ALL RISKS RELATED TO THE ACTIVITY including but not limited to:

- Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature, whether severe or not, which may occur as a result of participating in the Activity; and
- Death, injury or illness resulting from use of the Webster Center facilities, including drowning, head injury, concussion, cardiac arrest, musculoskeletal injury, and dehydration; and
- Theft or loss of my personal property during the Activity.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Activity, and that I am aware of the risks involved whether described or not. I further understand that participating in the Activity is an acceptance of the risk of injury, death and financial loss. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Activity and the use of facilities, equipment, or services in association with the Activity, and that I am voluntarily assuming all risks, whether known or unknown. I acknowledge that I will not be supervised during the Activity by an employee of Babson College.

3. I agree that my safety is primarily dependent upon my taking proper care of myself. I agree to make sure that I know how to safely participate in the Activity, and I agree to observe any rules and practices that may be employed to minimize the risk of injury. I agree to stop and seek assistance if I do not believe I can safely continue in the Activity. I agree to limit my participation to reflect my personal fitness level. I agree to wear or use proper protection or gear as dictated by the Activity. I will not wear or use or do anything that would pose a hazard to myself or others, including using or ingesting any substance which could pose a hazard to myself or others. I certify that I am in good health and have no physical condition that would prevent participation in the Activity.

4. I understand that the Sponsor has no responsibility for any equipment associated with the Activity.

5. It is my express intent that this WAIVER, RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the Commonwealth of Massachusetts, without application of principals of conflicts of laws, and I consent to the exclusive jurisdiction of state and federal courts within Massachusetts.

6. In signing this WAIVER, RELEASE, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT, I acknowledge and represent that I have read the foregoing in its entirety; that I fully understand it; and sign it voluntarily as my own free act and deed.

7. The provisions of this Agreement are severable. If any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable to the fullest extent provided by law.
I acknowledge receipt of good and valuable consideration in exchange for the rights granted herein.

Signature: ______________________________________________
Printed Name: ______________________________________________
Home Address: ________________________________________________________________________
Email: ______________________________________________
Cell: ________________________________________
Date: _____________________

Witness Signature: _____________________________________________
Witness Printed Name: __________________________________________
Babson College Address: _________________________________________
Date: _____________________

THIS IS A RELEASE AND WAIVER OF IMPORTANT LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING.
DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND WHAT IT MEANS.

WEBSTER CENTER MEMBERSHIP

August 1, 2017 – May 15, 2018
$420 per person (non-alumni)
$320 per person (Babson College alumni)
$100 per person (’12- ’17 Babson College alumni)

* Children may not enter the facility
* All participants must be at least 18 years of age
* See www.babsonathletics.com for a complete list of policies & procedures