

SALISBURY UNIVERSITY
ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNIFICATION AND WAIVER
FOR PARTICIPATION IN
INTERCOLLEGIATE ATHLETICS, INTRAMURAL AND/OR CLUB PROGRAMS

IMPORTANT: This is a legal document. Please read and understand before signing.

Assumption of Risk. I understand, recognize, and acknowledge that participating in Salisbury University's (the "University") Intercollegiate Athletics Program, Intramural Program or Club Program (Program" or "Programs"), including participating in any tryout, training, conditioning, workout, practice, game, and travel to and from such activities, can be a dangerous activity and can involve risk of serious injury and/or death. I understand that the dangers and risks include, but are not limited to, serious neck and spinal injuries, which may result in complete or partial paralysis, brain damage, concussion, serious injury to internal organs, bones, joints, ligaments, muscles, tendons, and other parts of the skeletal/muscular system, as well as other serious injuries or impairment to my body, general health, and well-being. I understand that the dangers and risks of participating in the University's Program(s) can also include impairment of my future ability to earn a living, engage in educational, occupational, social, and recreational activities, and generally enjoy life.

I acknowledge that it is my responsibility to read, understand, and obey the University's instructions and rules for my participation in the University's Program(s), and to seek help from the coaching, athletic training, and other staff if I have questions. I understand that, notwithstanding precautions taken by the University and its employees, agents, and representatives, there are risks of serious injury and/or death. I am voluntarily participating in the University's Program(s) with full knowledge of the dangers and risks involved. I voluntarily assume and accept any and all risks of loss, damage, illness, or injury to my person or property which I may sustain as a result of my participation in the University's Program(s) including my participation in any tryout, training, conditioning, workout, practice, game, and travel to and from such activities.

Waiver of Liability. In consideration of the University permitting me to participate in the University's Program(s), I, on behalf of myself and my parents, spouse, legal guardians, heirs, executors, administrators, personal representatives, and assigns, do hereby waive, release, and forever discharge the University, the University System of Maryland ("USM") and its Board of Regents, and their respective administrators, officers, employees, agents, and others acting on their behalf (collectively, "Releasees") from any and all claims and causes of action of any kind or nature whatsoever which may arise out of, or relate in any way to, my participation in the University's Program(s) (including my participation in any tryout, training, conditioning, workout, practice, game, and travel to and from such activities), including any claims or causes of action arising in whole or in part from the negligence of the Releasees. I understand that I am participating in the University's Program(s) at my own risk, and I agree that neither I nor my

parents, spouse, legal guardians, heirs, executors, administrators, personal representatives, or assigns will bring any claim or cause of action of any kind or nature against the Releasees arising out of, or related to, my participation in the University's Program(s).

Statement of Indemnification. I understand that, although the University has made every reasonable effort to assure my safety while participating in the Program(s), there are unavoidable risks and I hereby voluntarily agree on behalf of myself and my heirs, successors, assigns and personal representatives, to indemnify, defend and hold harmless the University, the USM and its Board of Regents, the State of Maryland and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with my participation in the Program(s) or any travel incident thereto unless due to the gross negligence or actual malice of Releasees.

Disciplinary Actions. I understand that should my conduct violate any state or federal law, the University's Code of Community Standards, or any policy of the University or the USM, I may be required removed from participation in the Program(s) at the sole discretion of the University's representatives and agents. Such conduct could result in legal and/or student conduct action.

Report of Medical Condition. I agree to report to appropriate University coaches, athletic trainers or other staff any condition I have that may require medical attention or accommodation prior to participation in University's Program(s). I understand that the University does not provide health or accident insurance and I am hereby advised that I may acquire my own insurance. I understand that if I am able, it is my responsibility to seek and receive medical evaluation and treatment for any symptoms that may arise during the course of participation. I grant the University permission to authorize emergency medical treatment, if University personnel is present, and if necessary. I understand and agree that the University assumes no responsibility for any injury or damage that might arise out of or in connection with emergency medical treatment.

Cancellation of Program(s). The right is reserved by the University, in its sole discretion, to cancel any Program(s) or portion thereof, if the University determines or believes that any person is or will be in danger if the Program or any part of it is continued.

Governing Law. I agree that this Assumption of Risk, Liability Waiver, Release and Indemnification Agreement is construed, interpreted and enforced under the laws of the State of Maryland and any dispute shall be adjudicated in a court of competent jurisdiction in Wicomico County, MD; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, remain valid and binding and continue in full legal force and effect.

Waiver of Legal Rights: I have signed this Assumption of Risk, Liability Waiver, Release and Indemnification Agreement in full recognition and appreciation of the dangers, hazards and risks of the Program(s) and activities associated with it, and that my participation in the Program(s) is wholly voluntary. By signing below, I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial

legal rights I might otherwise have, and that I have signed it knowingly and voluntarily. I certify that I am at least 18 years of age and that this form is a condition of participation in the Program(s).

My signature below indicates I have read this entire document, understood it completely, and agree to be bound by its terms.

Student signature: _____

Student's printed name: _____ Date: _____

Student's date of birth: _____ Student's age: _____

Student's sport(s): _____

Check all that apply:

Intercollegiate Athletics Program Intramural Program Club Program

IF THE STUDENT-ATHLETE IS UNDER 18 YEARS OF AGE, THE STUDENT-ATHLETE'S PARENT(S) OR LEGAL GUARDIAN(S) MUST ALSO SIGN THE PARENT/GUARDIAN VERSION OF THIS AGREEMENT.

Updated: August 2023 (kat)