



Appendix C

Release, Indemnification, and Hold Harmless Agreement

This Waiver, Release, and Hold Harmless Agreement ("Release") is executed by _____ ("Participant") and _____ ("Parent/ Legal Guardian"), and given to Villanova University ("University"). Participant and Parent/ Legal Guardian, intending to be legally bound hereby, agree as follows:

Participant has voluntarily chosen to participate in crewing activities as a member of the rowing team at _____ ("School") to take place at the Boathouse located at 601 Washington Street Conshohocken, Pennsylvania during the 20__ - 20__ academic year (the "Activity"). Participant and Parent/ Legal Guardian understand and agree that there may be health and safety hazards (including, without limitation, falling, slipping, drowning, serious head or spinal injuries including concussion incurred from falling, crashing or colliding with rocks, trees or other objects on or around the river and the Boathouse) and risks of personal injury, property damage or death associated with the Activity.

Participant and Parent/ Legal Guardian understand that the University's property insurance only covers property that is owned by the University. Participant and Parent/ Legal Guardian further understand that the University's property insurance **does not** cover damage to or theft of Participant's personal property. Participant accepts all risks of personal property damage or theft of personal property related in any way to the Activity, including personal property left in the Boathouse, and understand that the University will not be responsible for such damage or theft.

Participant and Parent/ Legal Guardian certify that Participant has no medical condition that would preclude or restrict Participant's participation in the Activity or increase the risk to Participant of participating in the Activity, and that Participant has adequate health insurance protection to cover the expense of any unforeseen accident or injury. Participant and Parent/ Legal Guardian understand that the University does not carry insurance that would respond to any injury sustained by Participant during the Activity. In addition, the University is not responsible for any medical bills the Participant or and Parent/ Legal Guardian may incur as part of the Activity. Participant and Parent/ Legal Guardian recognize that the University is not obligated to attend to any of Participant's medical or medication needs, and Participant and Parent/ Legal Guardian assume all risk and responsibility therefore. Participant agrees to only participate in the Activity for the length of time that Participant is comfortable, can accomplish safely, and is within Participant's ability and skill level.

Participant will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Activity. Participant and Parent/ Legal Guardian authorize the University, at the University's sole discretion, to administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR), defibrillation, and transportation to a hospital). However, Participant acknowledges that representatives of the University may not be present or may not elect or be able or competent to administer or seek such aid, services, or transportation.

Participant will engage in the Activity in a prudent and cautious manner. Participant hereby covenants and agrees not to (i) act in any way which shall interfere with the lawful running or operation of the Activity or equipment used in connection with the Activity or (ii) engage in any harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person. Participant and Parent/ Legal Guardian agree that Participant will follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment.

Participant and Parent/ Legal Guardian understand that this Activity is neither administered nor sponsored by Villanova University and that the School is providing this Activity. In full recognition and appreciation of the dangers and hazards inherent in participating in the Activity, Participant and Parent/ Legal Guardian hereby agree to assume all of the risks and responsibilities surrounding participation in the Activity. Further, PARTICIPANT AND PARENT/ LEGAL GUARDIAN, FOR PARTICIPANT'S SELF, HEIRS, AND PERSONAL REPRESENTATIVE(S), HEREBY AGREES TO DEFEND, HOLD HARMLESS, INDEMNIFY, RELEASE, AND FOREVER DISCHARGE THE UNIVERSITY, ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND ACTIONS OR CAUSES OF ACTION, ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY, LOSS OF PERSONAL PROPERTY, OR PERSONAL INJURY OR DEATH WHICH MAY RESULT FROM SUCH PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS BASED UPON THE NEGLIGENCE OF THE UNIVERSITY (WHETHER CHARACTERIZED AS NEGLIGENCE OR GROSS NEGLIGENCE), ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS.

Participant and Parent/ Legal Guardian certifies that they have read and understand the above statements and that they are true and accurate, and that the signing of this Waiver, Release, and Hold Harmless Agreement is completely voluntary.

Participant's Signature: _____ Date: _____

Participant's Emergency Contact Printed Name: _____

Relationship to Participant: _____ Participant's Emergency Contact Phone Number: _____

Parent/ Legal Guardian's Signature: _____ Date: _____