LIABILITY RELEASE AND ASSUMPTION OF RISK FORM 2023

The undersigned hereby acknowledges that s/he understands that participation in any activity in Deas Hall by his/her son/daughter is purely voluntary and is not a part of the curriculum of the College. In consideration of the College making any equipment and/or facilities available to the son/daughter of the undersigned while participating in any such activities, the undersigned and his/her son/daughter hereby release, and agree to hold harmless The Citadel, its successors, assigns, trustees, officers, agents, and employees from any and all claims, demands, suits and causes of action whatsoever, in any way growing out of or resulting from the participation of the son/daughter of the undersigned in the activities of “CSI Physical Fitness program.” This release may be asserted as an absolute bar to any suit by, or on behalf of the undersigned and his/her son/daughter, personal representatives of either, estate of either, or anyone asserting a claim arising out of an injury, property damage, or death, regardless of the cause or causes of such injury or death, even the negligence, gross negligence, recklessness, strict liability, or breath of express or implied contract or warranty of The Citadel, its agents or employees.

The undersigned further agrees that s/he understands that many of the activities of the “CSI Physical Fitness program” involve substantial risk of bodily injury, property damage, or death, including injury or death arising from the fault of others. S/he also agrees that by his/her son/daughter participating in the activities described herein, the son/daughter and s/he expressly assume the risk of any such injury or death.

It is expressly understood by the undersigned and his/her daughter/son that they are responsible for any costs arising out of any bodily injury, property damage, or death sustained through participation in normal or unusual activities at Deas Hall, Practice and Track fields. The son/daughter and the undersigned hereby covenant and agree on their own behalf, and on the behalf of their personal representative, estate, or anyone else claiming through, or on their behalf, to indemnify and hold harmless The Citadel, its agents, employees and successors from any and all damages, costs, expenses, and attorney’s fees incurred directly as a result of any claim, demand, suit, or action instituted as a result of any claim described in this document.

The undersigned agrees that this document is a valid and binding contract and not a mere recital. This agreement is to be interpreted and applied under the laws of the State of South Carolina. If any part of this agreement should be declared unenforceable, the remaining parts shall be given full force and effect.

This _____ day of ____________, 2023

Please read this entire document carefully before signing it. This releases The Citadel from any liability resulting from participation in the “CSI Physical Fitness program.”

I have carefully read and understand completely and clearly the above provisions and agree to bound thereby. I enter this agreement freely and voluntarily.

__________________________________________________
PARENT’S FULL NAME (PLEASE PRINT)

__________________________________________________
PARENT’S SIGNATURE

__________________________________________________
STUDENT’S FULL NAME (PLEASE PRINT)

__________________________________________________
STUDENT’S SIGNATURE

DATE

DATE