

**Release of Liability and Assumption of Risk**

The undersigned hereby acknowledges that he/she understands that participation in any sports, fitness and recreation activities in The Citadel Deas Hall is purely voluntary and is not a part of the curriculum of The Citadel. In consideration of The Citadel Deas Hall making any equipment, funding and/or facilities available to the undersigned while participating in such activities, the undersigned hereby releases and agrees to hold harmless The Citadel, its successors, assignees, 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 undersigned in activities of The Citadel Deas Hall. This release may be asserted as an absolute bar to any suit by or on behalf of me, my personal representatives, my estate, or anyone asserting a claim arising out of my personal injury or illness, property damage, or death, regardless of the cause or causes of such injury, illness or death, even the negligence, gross negligence, recklessness, strict liability, or breach of express or implied contract or warranty of The Citadel, its agents or employees.

The undersigned further agrees that he/she understands that many of the activities of The Citadel Deas Hall involve substantial risk of illness, bodily injury, property damage, or death, including illness, injury or death arising from the fault of others, and that by participating in the activities described herein he/she expressly assume the risk of any such illness, injury or death.

It is expressly understood by the undersigned that he/she is responsible for any costs arising out of any illness, bodily injury, property damage, or death sustained through participation in normal or unusual activities of The Citadel Deas Hall. The undersigned is encouraged to obtain adequate illness, bodily injury or proper damage insurance coverage. The undersigned hereby covenants and agrees on his/her own behalf and on the behalf of his/her personal representative, estate, or anyone else claiming through or on his/her behalf, to indemnify and hold harmless The Citadel, its agents, employees and successors, from any and all damages, costs, expenses and attorneys fees incurred directly as a result of an 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 \_\_\_\_\_, \_\_\_\_\_

**PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING IT, THIS DOCUMENT RELEASES THE CITADEL FROM ANY LIABILITY RESULTING FROM ANY PARTICIPATION IN THE ABOVE ACTIVITIES.**

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

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PARENT or GUARDIAN (if participant is a minor)

\_\_\_\_\_  
SIGNED NAME

\_\_\_\_\_  
SIGNED NAME