

**TOWSON UNIVERSITY CAMPUS RECREATION SERVICES
ADVENTURE PURSUITS PROGRAM**

AGREEMENT, WAIVER, HOLD HARMLESS AND COVENANT NOT TO SUE

Name (printed or typed): _____

Notice: This Agreement is a contract with legal consequences. Read it carefully before signing!

In consideration of my participation in kayaking from **January 1, 2009 to December 31, 2009, inclusive**, I hereby freely agree to make the following contractual representations and agreements:

I fully realize the dangers of participating in an event of this type and voluntarily assume all the risks associated with such participation. I understand the risks include, by way of example, and not limitation, the following: Accidents may happen while traveling in vehicles to event locations including provided transportation, car pools, bicycles, and walking. Mishaps such as falls, equipment failure, other people, adverse weather conditions, contact with boats or paddles, contact with pool walls, changing and unpredictable river conditions, being trapped in a boat, contact with rocks or other river hazards, and/ or over exertion could result in injuries including concussion, broken bones, contusions, welts, hypothermia, torn muscles or tendons, strains and sprains, bites and scratches, dislocations, drowning, psychological trauma, hospitalization, and/or death.

I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the above named events. With these demands in mind, I have no physical or mental condition, which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in the event. I also agree to abide by any established rules or regulations while engaged in this activity, and with the directions and precautions given by leaders and/or instructors.

I understand that Towson University has no duty to provide any extraordinary duties or safety measures in relation to this activity and that I must use reason and judgment in my undertakings hereunder. I consent to Towson University providing emergency health assistance if it is determined necessary in its discretion, and consent to Towson University contacting my emergency contact for notification.

I understand and expressly assume all the risks and dangers of the activities contemplated by this Agreement, and I hereby release, waive, discharge, and covenant not to sue Towson University, the University System of Maryland, the State of Maryland, and their officers, agents, servants, and employees (collectively, the "Releasees") from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me or to my property while participating in any of the activities contemplated by this Agreement, whether such damage, loss, or injury results from the negligence of the Releasees or from any other cause. I also hereby release, waive, discharge and covenant not to sue the Releasees from any claims whatsoever on account of any first aid, treatment, or service rendered to me during my participation in the above activity. I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my participation in said activities, whether caused by the negligence of Releasees or otherwise.

I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals. I agree that my failure or refusal to sign such agreements or releases shall in no way affect the validity of this Agreement, nor revoke or cancel any of the terms of this Agreement. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the party or parties in defending against such claim or suit. This Agreement shall not be modified orally.

I hereby certify that I have Health Insurance. My insurance company is: _____

I have carefully read this form and fully understand its contents. All information I have provided is true. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself and Towson University and for the benefit of others described herein, I sign it of my own free will.

PARENT OR GUARDIAN OF A MINOR: I, as parent or guardian of the above named minor, hereby give my permission for my child or ward to participate in the above named activity, and further agree, individually and on behalf of my child or ward, to the terms of the above.

Participant's signature: _____ Date: _____

Parent's or guardian's signature if participant is under 18: _____ Date: _____

Signature of witness: _____ Date: _____

PLEASE CIRCLE: M\F / F\S\J\SR\GR\ALUM\STAFF\FAC / COM\RES

Emergency Contact Information

Name: _____ Phone Number: _____ Relationship: _____

First name: _____
Last name: _____
Student I.D. #: _____