

University of New Haven **Family Day in the Park**

Assumption of Risk, Waiver, and Release from Liability

I, _____, desire to participate in the University of New Haven's **Family Day in the Park**. This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation in the **Family Day in the Park**, including travel to any locations off of the University of New Haven campus in order to participate in activities associated with the **Family Day in the Park**. This document covers my participation in this program from 10/05/2013, 12:00PM to 10/05/2013, 3:00PM. Should this program run beyond the end date stated in the previous sentence, I agree that this waiver shall too be extended until the completion of this program.

1. **Risk Factors** – I understand and acknowledge that the participation in the **Family Day in the Park** involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to, permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including University of New Haven and its agents or from the unavailability of emergency medical care.
2. **Assumption of Risk** – I am participating in the UI Program of my own free will. I understand that my decision to participate in the UI Program is entirely voluntary. I assume full responsibility for all risks that may arise out of, or result from my participation in the **Family Day in the Park**, including but not limited to those risks described in Section 1, above. **Exempted from this section are any injuries caused by the gross negligence or willful or wanton misconduct of any officials, officers, employees, agents, or volunteers of the University of New Haven.**
3. **Release, Indemnify, and Defend** – I hereby release, waive, discharge, and hold harmless the University of New Haven, and all of their affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents, and representatives, past or present (hereafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the **Family Day in the Park**. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or relating to my own acts or omissions in connection with my participation in the UI Program.
4. **Waiver** – I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.
5. **Payment for Damages** – I agree to pay for any and all damages to any property or Release Party caused by me negligently, willfully, or otherwise.
6. **Representatives** – I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.
7. **Consent for Emergency Treatment** – I consent to medical treatment for emergencies that occur during, or are related to my participation in the **Family Day in the Park** where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me under this Section.
8. **Insurance** – I understand that I may be solely responsible for any medical, health, or personal injury costs relating to my participation in the **Family Day in the Park**.
9. **Jurisdiction** – This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Connecticut. The parties agree to use the State of Connecticut for Jurisdiction and the County of New Haven as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.
10. **Severability** – If any term or provision of the Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid, or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid, or unenforceable under present or future laws effective during the term hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of the Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause, or provision other than to those as to which it is held illegal, invalid, or unenforceable, shall not be affected thereby, and each term, clause, or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid, and enforceable to the fullest extent permitted by law.

I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.

PRINTED NAME: _____ SIGNATURE: _____ Date: _____

Consent and Release on Behalf of Minor by Parent/Legal Guardian

I am the parent or legal guardian of the above named minor. I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the participation in the activity of the minor.

PRINTED NAME: _____ SIGNATURE: _____ Date: _____