



2013 Camps and Clinics Assumption of Risk, Release of Claims and Hold Harmless Agreement

The parties to this Agreement are

_____ (Participant),
_____ (Participant's parents
or legal guardian, if Participant is under 18, all referred to
hereafter jointly and severally as "Participant") and the
Board of Trustees of the Leland Stanford Junior University
its officers, trustees, faculty, agents, representatives,
volunteers, students and employees (collectively referred to
hereafter as "Stanford") for the _____
_____ ("Event").

Participant is a voluntary participant in this Event.
Participant understands and agrees that such activities may
be dangerous, may involve travel (local, domestic and/or
international) and that neither the Event nor Stanford can
guarantee the safety of Participant. Participant is apprised
that Stanford shall not be subject to claims or suit to be
made by or on behalf of Participant or Participant's heirs,
representatives or assigns as a consequence of
Participant's participation in the Event.

Assumption of Risk. Participant expressly understands
and agrees that the Event presents risks to Participant and
her/his property. These risks can include, among others (by
way of example and without limitation): dangers associated
with swimming and drowning, manmade and natural jumps;
dangers of collision with pedestrians, vehicles, and fixed or
moving objects; the dangers arising from surface hazards,
including pot holes or other ground or pavement
depressions or height differentials, equipment failure,
teammates' or co-participants' negligent or wrongful
conduct, inadequate safety equipment or training, use of
equipment or materials provided by the event organizer,
host and others; unfamiliar or different terrain; climate, food
and drink; laws; personal safety; sports practices, rules and
regulations; communications; criminal and law enforcement
activities; disability access; road, premises conditions
and/or maintenance; disease risks; health care; injury to the
head, neck or spine; injury to the muscular or skeletal
systems; injury to internal organs; scratches, bruises,
sprains, contusions, falls, fractures; physical
violence; verbal abuse; sexual abuse by co-participants;
loss or damage to sight, teeth; other body parts or hearing;
paralysis; concussions; brain damage; long and/or short-
term disability; loss of income and/or career and earning
opportunities; minor or serious injury and/or death.

Participant is responsible for researching and evaluating the
risks he/she may face and is responsible for his/her actions.
Any activities that Participant may take part in, whether as a
component of the Event or separate from it, will be
considered to have been undertaken with Participant's

approval and understanding of any and all risks involved.
This includes, but is not limited to, risks associated with the
consumption of alcoholic beverages and/or drugs or other
intoxicants (whether legal or illegal), property loss, injury to
person or property, or death arising out of traffic accidents,
assault, and theft or other activities.

***It is Participant's intention that this assumption of all
risks shall be legally binding and a complete bar to
Participant, Participant's heirs, personal
representatives, relatives and assigns. This
assumption of risk applies to all activities arising out
of, associated with or resulting directly or indirectly
from Participant's participation in the Event, including
but not limited to those risks listed above.***

Participant further recognizes, understands and agrees that
neither Stanford nor the Event assume responsibility for any
liability as regards damage or injury that may be caused by
Participant's negligence or willful acts committed prior to,
during or after participation in the Event, or any liability,
damage or injury caused by others, including other
participants.

Adherence to Standards. Participant understands and
agrees to abide by all Stanford policies, rules, and
regulations and to all sports' rules and regulations.

Release of Claims. In consideration of being accepted into
and/or participating in the Event, Participant agrees for
Participant and on behalf of Participant's heirs, executors,
administrators, employers, agents, representatives,
insurers, and attorneys, to release and discharge Stanford
of and from any and all claims which may arise from any
cause whatsoever, including any negligent act or omission
by Stanford or others. Participant further releases and
discharges Stanford from liability for any accident, illness,
injury, loss or damage to personal property, or any other
consequences arising or resulting directly or indirectly from
Participant's participation in the Event. The Participant
acknowledges and agrees that Stanford assumes no
responsibility for any liability, damage, or injury that may be
caused by Participant's negligent or intentional acts or
omissions committed prior to, during, or after participation in
the Event, or for any liability, damage, or injury caused by
the intentional or negligent acts or omissions of others,
including other participants.

Participant intends that both the assumption of risk and the
release of claims be complete defenses to any and all
actions, claims or demands that Participant, Participant's
heirs or legal representatives have or may have for injuries
to person or property, including death, as a result of

activities for which the participant has assumed risks and/or released and/or waived claims.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless Stanford from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary participation in or decision to participate in the Event, travel to and from the Event and any and all related activities, on or off of Stanford's campus.

This Indemnification and Hold Harmless Agreement is intended to be all encompassing.

Physical Condition and Insurance. Participant attests that she/he is physically and mentally capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Event. Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required.

Participant agrees to be solely responsible for payment in full of all costs of medical care she/he may receive.

Activities Outside the Event. Should Participant choose to remain at the Event location or elsewhere either before or after participation in the Event then this Agreement shall remain in full force and effect.

Event Modification and Cancellation. Stanford reserves the right to cancel or modify the Event before or during its operation for any reason, including emergencies, low enrollment, or unavailability of facilities or personnel.

Termination of Participation. Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion, Stanford or its representative may terminate at Stanford's sole discretion Participant's participation in the Event at any time, including during the Event. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Event, or health or safety considerations. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Event, nor shall Stanford be required to make any refund.

Severability. It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

Construction and Scope of Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms.

Date:

Participant Signature:

Participant's Name Printed:

Date:

Signature of Custodial Parent or Legal Guardian (if Participant under 18):

Custodial Parent or Legal Guardian Name Printed: