



# 2012 Stanford University [Program Name] – Assumption of Risk Release of Claims, Indemnity and Hold Harmless Agreement

The parties to this Release are \_\_\_\_\_ (Participant), \_\_\_\_\_ (Participant 's parent(s) or legal guardian(s)), 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 2012 Stanford University [Program Name] ("Program").

Participant is a voluntary participant in the Program. Participant understands and agrees that such activities may be dangerous. 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 Program.

**Assumption of Risk.** Participant expressly understands and agrees that the Program presents risks to Participant and her/his property. These risks can include, among others (by way of example and without limitation): disease risks; injury to the muscular, skeletal or nervous systems; injury to internal organs; scratches, bruises, contusions; loss or damage to sight, teeth or hearing; paralysis; concussions; brain damage; other 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 Program or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved.

Participant acknowledges that there is conflicting information about benefits and risks related to the use of goggles when participating in the Program. Participant understands that Stanford takes no position on and makes no recommendation regarding the use of goggles and that Stanford neither recommends or discourages the use of goggles. Participant assumes all risks associated with the decision to use or not use goggles when participating in the Program

***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 Program, including but not limited to those risks listed above.***

Participant further recognizes, understands and agrees that neither Stanford nor the Program assumes responsibility for any liability related to damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Program, 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 the Program's rules and regulations.

**Release of Claims.** In consideration of being accepted into and/or participating in the Program, 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 and acknowledges that there is no responsibility on the part of Stanford for any and all claims which may arise from any cause whatsoever, including any negligent act or omission by Participant, Stanford or others.

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 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 Program, travel to and from the Program 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 Program. 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.

**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.**

Please Initial to indicate whether you are the parent or legal guardian of the minor

(\_\_\_\_\_)Parent (\_\_\_\_\_) Legal Guardian

\_\_\_\_\_  
Participant's Name Printed

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Custodial Parent of Legal Guardian Name Printed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number