

RELEASE, WAIVER, AND ASSUMPTION OF RISK

This is a legally binding Release that I, _____ (hereinafter the "Participant"), make to The University of North Carolina at Pembroke (hereinafter "University").

1. I fully recognize that there are dangers and risks to which I may be exposed by traveling in my own or another person's or company's vehicle to and from and by participating in the *(describe the trip/event)* _____ on *(date)* _____, (hereinafter "Activity"). The risks associated with this Activity include, but are not limited to, a vehicle collision or other personal injuries to myself or others. The risks may arise not only from my own action, inaction, or negligence, but also from the action, inaction, or negligence of others, or the condition of the premises or of any equipment used. I also recognize that there may be other risks not presently known or reasonably foreseeable. I understand that the University does not require me to participate in this Activity, but I freely choose to do so, despite the possible dangers and risks and despite this Release. I acknowledge specifically that, although this Activity is not related to a class in which I am enrolled, an alternate activity on the campus of the University has been made available to me in which I am free to participate, and I will receive no academic credit by participating in the Activity.

2. In consideration of and return for the services, facilities, and other assistance provided to me by the University in connection with this Activity, I agree, on behalf of myself, my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Activity. To the maximum extent permitted by law, I release and indemnify The University of North Carolina at Pembroke, The University of North Carolina, The University of North Carolina Board of Governors, and their respective trustees, officers, employees, and agents, in both their official and personal capacities, from and against any present or future claim, loss, or liability, including but not limited to negligence, mistake, or failure to supervise, for injury to person or property that I may suffer, or for which I may be liable to any other person, during my participation in the Activity.

3. I recognize that agreeing to the terms of this Release means I am giving up, among other things, rights to sue The University of North Carolina, The University of North Carolina Board of Governors, The University of North Carolina at Pembroke, and their respective trustees, officers, employees, and agents, in both their official and personal capacities, for injuries, damages, and losses I may incur during my participation in the Activity. I also understand that this Release binds my heirs, executors, administrators, and assigns, as well as myself.

4. I represent that I am 18 years of age or older, unless the form is also signed below by my parent or legal guardian.

I have carefully read and understand this Release Form. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

Printed name of Participant _____

Signature of Participant _____ Date _____

If Participant is under 18 years of age, Parent or Guardian must acknowledge and agree by signing:

I (a) am the parent or legal guardian of the above Participant, (b) have read and understand the foregoing Release Form (including such parts as may subject me to personal financial responsibility), (c) am and will be legally responsible for the obligations and acts of the Participant as described in this Release Form, and (d) agree, for myself and for the Participant, to be bound by its terms.

Printed name of Parent/Guardian _____

Signature of Parent/Guardian _____ Date _____