

Attachment A

**WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK,
INDEMNITY AND HOLD HARMLESS AGREEMENT**

In order to enter into or upon the campus of Rosemont College in Rosemont, Pennsylvania (the "Premises"), and participate in any present or future events, competitions and activities (the "EVENTS"), the undersigned Participant and his/ her Parent or Legal Guardian if Participant is under 18 years of age ("**RELEASING PARTY**") hereby acknowledge and agree as follows:

WAIVER AND RELEASE AND MEDICAL CONSENT

RELEASING PARTY hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** Rosemont College, any other participants in the EVENTS, its parents, subsidiaries, licensees, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, affiliated organizations and entities, or any other persons assisting or participating in their activities, including the EVENTS (collectively the "RELEASEES") FROM ALL LIABILITY OF WHATEVER KIND OR NATURE, IN LAW EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FOR ANY AND ALL PRESENT OR FUTURE LOSS OR DAMAGE, AND ANY CLAIMS, LIENS, DEMANDS CAUSES OF ACTION, debts, liabilities, expenses including court costs and attorneys' fees, SUITS OR JUDGMENTS THEREFROM (collectively the "LIABILITY") ON ACCOUNT OF ANY PERSONAL INJURY, INJURY TO PERSONAL PROPERTY, OR RESULTING IN DEATH ARISING OUT OF OR RELATED TO THE EVENTS OR RELEASING PARTY's presence in or upon the premises. This waiver and release includes, without limitation, premises liability and LIABILITY from any cause whatsoever, WHETHER CAUSED BY THE **NEGLIGENCE OF THE RELEASEES**. Such LIABILITY encompasses, but is not limited to, participation as an active participant or as a spectator, **NEGLIGENT RESCUE EFFORTS**, and **NEGLIGENT** enforcement of (or the failure to enact or enforce) rules and regulations. It also encompasses LIABILITY concerning the **NEGLIGENT** selection, use, or maintenance of any equipment or facility related to the EVENTS.

RELEASING PARTY also specifically **AUTHORIZES AND CONSENTS TO** RELEASEES providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the EVENTS or during the RELEASING PARTY's presence in or upon the Premises. RELEASING PARTY expressly waives and releases and agrees to hold RELEASEES harmless from and against any and all LIABILITY arising therefrom.

EXPRESS ASSUMPTION OF THE RISK

RELEASING PARTY hereby acknowledges and understands that RELEASING PARTY'S participation in the EVENTS, including without limitation playing basketball and engaging in physical exercise and activity, may be **VERY DANGEROUS** and could result in personal injury, death, and/or property damage. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with and inherent in the EVENTS which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, and natural or manmade objects. The EVENTS will include participants of all skill levels, including both experienced and amateur persons, and RELEASING PARTY expressly assumes the risks associated with mixed and varying skill levels. RELEASING PARTY further acknowledges and understands that there may be undefined and presently unknown risks and dangers associated with the EVENTS and that there may be risks and dangers that may result from the **NEGLIGENCE** of the RELEASEES, including, without limitation, in providing instruction or guidance, and in the operation or design or maintenance of the premises where the EVENTS are or will be taking place. Risks and danger may also result, without limitation, in the selection, use, or maintenance of any equipment or facility or service related to the EVENTS. RELEASING PARTY hereby expressly assumes all such risks and danger whether presently known or unknown.

INDEMNITY AND HOLDING HARMLESS

RELEASING PARTY hereby agrees to **DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS** the RELEASEES from any LIABILITY, including from court costs and attorneys' fees, arising out of or related to this agreement or RELEASING PARTY's participation in any way in the EVENTS and/or RELEASING PARTY's presence in or upon the premises and facilities where the EVENTS are or will be taking place. RELEASING PARTY also hereby agrees to **DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS** the RELEASEES from any LIABILITY caused by or arising out of any statement, action or failure to act by RELEASEES during or in connection with RELEASING PARTY's participation in the EVENTS.

MISCELLANEOUS

RELEASING PARTY agrees and understands that this agreement shall be governed by and interpreted under the laws of Pennsylvania.

RELEASING PARTY represents and warrants that he/she is at least eighteen (18) years of age and has the full, complete and unrestricted right, power and authority to enter into this agreement, to waive and release all matters stated herein, expressly assume all risks and dangers associated with the EVENTS, agrees to indemnify the RELEASEES as stated herein, and grants the rights set forth herein on behalf of my child or legal ward.

RELEASING PARTY HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT. RELEASING PARTY FURTHER UNDERSTANDS THAT BY SIGNING THIS AGREEMENT HE/SHE IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHTS OF HIS/HER FAMILY. RELEASING PARTY SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM/HER AND RELEASING PARTY INTENDS HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. RELEASING PARTY further agrees that no oral representation, statements or inducements, apart from the foregoing written agreement, have been made to him/her. RELEASING PARTY was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of his/her choice. RELEASING PARTY was also offered a copy of this agreement.

AGREED AND ACCEPTED:

NAME of Participant (PRINT)

SIGNATURE of PARTICIPANT

DATE: _____

If Participant is under the age of 18 years, signature of parent or legal guardian is required.

SIGNATURE of PARENT or LEGAL GUARDIAN

DATE: _____