

# Wheaton College, Wheaton IL, Waiver and Release of Liability

In consideration of my participation, or my child's participation, in sports and recreational activities at Wheaton College (the "College"),

I hereby forever release and covenant not-to-sue Wheaton College, the Wheaton College Board of Trustees, and any of their employees, instructors, volunteers, agents, and all others who are involved, from any and all present and future claims, demands, losses, liabilities, obligations, damages, causes of action, and costs (including attorney's fees), resulting from ordinary negligence on the part of Wheaton College, or others listed, for property damage, personal injury, or wrongful death, arising from participation in sports and recreational activities on **College** property, use of **College** facilities, equipment and fields, or any activities incidental thereto, including receiving instruction, local travel, and other activities not listed, wherever, whenever, or however the same may occur.

I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, or assigns, and I relinquish on behalf of myself, spouse, heirs, estate and assigns the right to recover for injury or death.

I represent and warrant that I as a participant am, or my child as a participant is, in good health and in good physical condition, and able to participate in the sports and recreational activities that I, or my child, have chosen. I agree that I will not undertake, and will not permit my child to undertake, any activity that is not within I or my child's physical capabilities.

I am aware that sports and recreational activities may be vigorous and can involve severe cardiovascular stress and violent physical contact, and that participation in these activities, and the use of **College** facilities, equipment and fields may involve certain risks. Full disclosure has been made to me of the risks and dangers connected with these activities. I understand that participation can result in death; coma, paralysis, drowning, stopped breathing, heart attack, stroke, cancer, and infectious disease; head injury, concussion, traumatic brain injury, neck or spinal cord injury, nerve damage, blood clots, complete or partial paralysis, including the loss or impairment of movement, strength, feeling, or use or function of body parts; injury to joints, ligaments, tendons, muscles, internal organs, eyes and skin, including but not limited to cuts, puncture wounds, burns, bruises, sprains, and broken bones; injury that may result in trauma, illness, disease, disfigurement, loss of mobility, speech impairment, vision impairment, blindness, and hearing loss; injury related to falls or collisions with persons or objects; injury that may cause choking, difficulty breathing, hyperventilation, seizure and unconsciousness; injury related to temperature or weather conditions, including dehydration, heat exhaustion, sunburn, heat stroke, frostbite, hypothermia, lightning strike, hail, and strong winds; injury from the use or non-use of sports equipment; injury related to travel; injury due to the inaccessibility of emergency medical care or negligent medical care in the treatment of an injury; injury due to the negligent acts or omissions of **College** personnel; injury due to the possible reckless conduct of other participants; injury due to the negligent or intentional acts or omissions of others; property loss caused by theft, vandalism, or damage, including property owned by me or property owned by others for which I am responsible, and other injury or loss not listed regardless of cause. I am voluntarily participating, or allowing my child to participate, in these sports and recreational activities with knowledge of the danger involved, and hereby agree to accept any and all risks of property damage, personal injury, or death.

I understand that such injuries may result in a significant impairment of my or my child's future abilities to earn a living, to engage in social and recreational activities, to produce a family, and to enjoy life. I further acknowledge that such injuries can be serious or severe and could last my entire life, or the entire life of my child.

I am aware of the risks, dangers, and hazards associated with participation in sports and recreational activities, and the activities incidental thereto, including those listed above as well as those not specified or anticipated. I personally and completely accept these risks for myself, and for my child, including those which may result in my, or my child's, death, injury, illness, and damage to my or my child's property, or the property for which I am, or my child is, responsible. I will not hold the **College** or those listed liable for any injury or damage associated with my or my child's participation in these activities.

I understand and agree that I am responsible for my and my child's personal safety, and the safety of others, to the extent that my or my child's actions or inactions may contribute to an injury or loss. I acknowledge that safety overrides

all other concerns. Should I become aware of a danger or risk I agree to take appropriate actions, and to communicate these actions to the **College**.

I further agree to indemnify and hold harmless Wheaton College and others listed above for any and all claims arising as a result of my or my child's participation in sports and recreational activities on **College** property, use of **College** facilities, equipment and fields, or any activities incidental thereto, including receiving instruction, local travel, and other activities not listed, wherever, whenever, or however the same may occur.

I understand and agree that this waiver is intended to be as broad and inclusive as permitted by Illinois law, and shall be interpreted, enforced under, and governed by the laws of Illinois. I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the state of Illinois.

I represent and warrant that I have carefully read and understand this agreement, and have been given the opportunity to discuss with Wheaton College the risks and dangers connected with my or my child's participation in sports and recreational activities on **College** property, and have entered into this agreement knowingly, voluntarily, and of my own free will; and intend to abide by its provisions without exception.

I affirm that I am of legal age and am freely signing this agreement, and that if signing for my child I am the child's legal guardian. I have read this form and fully understand and agree that, by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of Wheaton College or any of the parties listed above.

**Participant's First and Last Name:** \_\_\_\_\_

**Parent/Legal Guardian First and Last Name:** \_\_\_\_\_

**Date (MM/DD/YYYY):** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_