

Waiver of Liability, Assumption of Risk & Indemnity Agreement

Elective and Voluntary Activities Waiver

<u>Men's Basketball</u> <small>Organization, Club, Department, or Class</small>	<u>Bob Ghiloni</u> <small>Responsible person for activity and/or activity sponsor or faculty member</small>
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Waiver:

In consideration of being permitted to participate in any way in:

Licking County Basketball Academy
(Print description or formal name of activity in space above)

Hereafter called "The Activity" I for myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue Denison University of Granville, Ohio, its officers, employees, and agents from liability from any and all claims including the negligence of Denison University, its officers, employees and agents, resulting in personal injury, accidents, or illnesses including death and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks:

Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless:

I also agree to INDEMNIFY AND HOLD The Denison University of Granville, Ohio HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability:

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding:

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant	Print Name of Participant	Date	Age (if minor)
Signature of Parent/Guardian (if minor)	Print Name of Parent/Guardian (if minor)	Date	

Additional Information as Required by Event Sponsor
(may be needed for all non-Denison students and for Denison students in travel related events)

<i>Medical Insurance Carrier Name</i>	<i>Insurance Policy Number</i>
<i>Primary location of activity (address, city, state)</i>	<i>Participant cell phone number</i>
<i>Emergency contact person by name</i>	<i>Emergency contact phone number</i>