

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY, INSURANCE AND PARENTAL CONSENT AGREEMENT**

IN CONSIDERATION of being permitted to participate in any way in the East Stroudsburg University activities including but not limited to camps, clinics, tournaments or as a ball boy or girl I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the East Stroudsburg University activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

2. FULLY UNDERSTAND that: (a) East Stroudsburg University games/activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the "releasees" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the activity; (d) East Stroudsburg University does not provide activity participants with medical insurance and is not responsible for paying medical deductibles or hospital costs for any participants. Each participant must have his or her own medical insurance plan.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE EAST STROUDSBURG UNIVERSITY/THE STATE OF PENNSYLVANIA, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the "releasees", I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

PROGRAM NAME: \_\_\_\_\_

INSURANCE COMPANY NAME: \_\_\_\_\_ GROUP#: \_\_\_\_\_ ID #: \_\_\_\_\_

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PARTICIPANT'S DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_ CELL PHONE: \_\_\_\_\_

PARTICIPANT'S SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(only if participant is under the age of 18)

**MINOR RELEASE**

And I, the minor's parent and/or designated guardian, understand as part of the requirements of this East Stroudsburg University activity requires and expects the parent or guardian to remain here with any child under the age of 18 during the duration of this activity. This change is due to the recent legislation enacted by Pennsylvania legislators for the protection of minors.

And I, the minors parent and/or guardian, understand the nature of East Stroudsburg University activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the "releasees" from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the "releasees" named above, I will indemnify, save, and hold harmless each of the "releasees" from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

CELL PHONE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(only if participant is under the age of 18)