

# New England Regional Concrete Canoe Competition

## PARTICIPANT ASSUMPTION OF RISK AND RELEASE AND INDEMNITY AGREEMENT

### Assumption of Risk

I, \_\_\_\_\_, understand that the **New England Regional Concrete Canoe Competition** (the "Event") is an inherently dangerous activity and participation in this Event poses risks, hazards, and dangers that may result in (for example, but not limited to): 1) accidental drowning, 2) being struck and injured, 3) colliding with objects or people, 4) experiencing collision, and/or 5) reacting to high altitudes and weather conditions. These and other circumstances may cause hypothermia, drowning, heart or lung complications, broken bones, concussions, wounds, or other injury or illness, mental trauma, disability or death.

I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards, and dangers due to my participation in the Event may result in death, personal or bodily injury, property loss or damage, expenses, or other loss. I acknowledge that participating this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant and that I have familiarized myself with such skills and knowledge prior to my participation in this event. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in the Event which have not been disclosed. I represent that I am fully capable of participating in the Event without causing harm to myself or others. I understand the presence of representatives from the American Society of Civil Engineers, the UMass Student Chapter of the American Society of Civil Engineers and its members, the Commonwealth of Massachusetts, and the University of Massachusetts, its servants, employees, representatives, and agents is no assurance of my safety or the lessening of these risks.

**My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks.** Therefore, I, and my parent(s), if I am a minor, assume and accept full responsibility for myself, for those risks identified here and for those risks not identified, including but not limited to death, bodily or personal injury, property damage or loss, expenses, or other loss suffered by myself and them, resulting from those risks and from my own negligence.

Initial \_\_\_\_\_

## New England Regional Concrete Canoe Competition

### PARTICIPANT ASSUMPTION OF RISK AND RELEASE AND INDEMNITY AGREEMENT (Cont.)

#### Release And Indemnity

In exchange for and consideration of being permitted to participate in the Event, I, and if I am a minor, my parent(s), for and on behalf of myself and my children, heirs, executors, administrators and representatives, **agree to release, waive, discharge, covenant not to sue, indemnify, hold harmless, and defend** the American Society of Civil Engineers, the UMass Student Chapter of the American Society of Civil Engineers and its members, the Commonwealth of Massachusetts and the University of Massachusetts, its Trustees, Officers, servants and employees from any and all claims, actions, liabilities, losses, suits, procedures, or expenses (including costs and reasonable attorney's fees) made or brought by anyone, including me, my parent/legal guardian, heirs, personal representatives and assigns and/or or a co-participant or third party arising from death, personal or bodily injury, property damage or loss, expenses, or other loss in any way connected with my or my child's participation in the Event or use of related equipment or facilities. **This Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of the American Society of Civil Engineers, the UMass Student Chapter of the American Society of Civil Engineers and its members, the Commonwealth of Massachusetts, and the University of Massachusetts, its Trustees, Officers, servants, and employees.**

I authorize the sponsoring organization, the Registered Student Group and its members, the Commonwealth of Massachusetts, the University of Massachusetts and its Trustees, Officers, servants, and employees to obtain or provide medical care for me/my child, or to transport me/my child to a medical facility. I further authorize medical personnel to render such treatment they deem necessary for my/my child's health. I agree to pay all costs associated with such care or evacuation whether or not authorized by me.

Any portion of this Agreement deemed unlawful or unenforceable shall not affect the remaining provisions of the Agreement, and those remaining provisions shall continue in full force and effect.

Initial \_\_\_\_\_

I have carefully read, understand, and voluntarily sign this Assumption of Risk and Release and Indemnity Agreement, understand that I am giving up substantial rights, including my right to sue. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and that this Agreement shall be effective and binding upon myself, my family, heirs, executors, representatives and estate.

---

Participant Signature Date

---

Print name here

**Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age).**

I, as parent/guardian with legal responsibility for this Participant, do, for myself, my heirs, assigns, and next of kin consent and agree that I am subject to all the terms of this Assumption of Risk and Release and Indemnity Agreement, as set forth above, which I acknowledge I have carefully read and fully understand.

---

Parent or Guardian Signature Date

---

Print name here

