

# WILLIAM PEACE UNIVERSITY SUMMER CAMPS

## Assumption of Risk, Release of Liability, and Indemnification Agreement

### I. Introduction

This Assumption of Risk, Release of Liability, and Indemnification Agreement (this “**Agreement**”) is designed to protect William Peace University, its directors, officers, employees, agents, and representatives (collectively, the “**University**”) from liability associated with the voluntary use of University facilities (collectively, the “**Facilities**”). All individuals (the “**Participant**”) who voluntarily choose to use the Facilities, whether individually or as a participant in activities on campus or off-campus field trips, must read and sign this Agreement to indicate their awareness, acknowledgement, and consent to the terms and conditions contained herein. If the individual is less than 18 years of age, the parent or legal guardian must also read and sign this Agreement.

### II. Assumption of Risks

Some of the Facilities are equipped with science lab equipment, game designing equipment or theatre lighting and sound devices (collectively, the “**Equipment**”). Use of the Facilities and Equipment is voluntary and involves certain risks, including risks of personal injury, death, and other loss associated with physical activity. These risks include, without limitation, injuries to bones, joints, muscles, tendons, ligaments, internal organs, bodily systems, and personal property. I have read, understand, and voluntarily assume these risks as they relate to my use and enjoyment of the Facilities and Equipment.

### III. Release of Liability and Indemnification

I acknowledge that use of the Facilities and Equipment involves certain risks, including those described above. I also acknowledge that the University may not anticipate or protect against all such risks. **THEREFORE, IN CONSIDERATION FOR BEING ALLOWED TO USE THE FACILITIES AND EQUIPMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD THE UNIVERSITY HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, JUDGMENTS, LOSSES, ACTIONS, CAUSES OF ACTION, FEES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES)**

**By signing this Agreement, I acknowledge and agree that: (i) I have carefully read this entire Agreement; (ii) I understand that I am giving up legal rights that I may otherwise have, including the right to sue; (iii) I have had an opportunity to consult with the advisor or attorney of my choice regarding this Agreement; and (iv) my use of the Facilities and Equipment is voluntary.**

x \_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participant (Please Print)

*If the Participant above is less than 18 years of age, the parent or legal guardian must also read and sign this Agreement.*

I am the parent or legal guardian of the Participant above. I have read this Agreement and voluntarily agree for myself and the Participant to be bound by its terms.

x \_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Parent/Guardian (Please Print)

RESULTING FROM OR ARISING OUT OF MY USE OF THE FACILITIES AND EQUIPMENT.

### IV. Applicable Rules, Policies, and Procedures

Use of the Facilities and Equipment is a privilege, not a right, and shall comply with and be subject to: (i) the rules of each Facility; (ii) the instructions for each piece of Equipment; and (iii) applicable University policies and procedures, including the Student Code of Conduct. I acknowledge and agree that this privilege may be modified or revoked and I may be subject to discipline by the University if I fail to comply with such rules, instructions, policies, or procedures.

### V. Personal Property

I acknowledge and agree that the University shall not be responsible for any loss or damage to personal property stored in the facilities and I hereby assume any risks of the same by signing below.

### VI. Governing Law

The laws of the State of North Carolina, without regard to conflict-of-laws principles, shall govern all matters arising out of or relating to this Agreement. Any claim or action arising out of or relating to this Agreement must be brought exclusively in a court of competent jurisdiction in Wake County, North Carolina, and I voluntarily submit to the jurisdiction of such courts for this purpose.

### VII. Survival of this Agreement

I agree that in the event of my death or disability, the terms of this Agreement will be binding on my estate, and my personal representative, executor, administrator, parent, or guardian will be obligated to respect and enforce them.

### VIII. Severability

I agree that if any portion or provision of this Agreement is adjudged to be invalid, unenforceable, or overbroad, then: (i) the remainder of this Agreement will continue in full force and affect; and (ii) such portion or provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Agreement.