**ELON UNIVERSITY**
**PARTICIPANT RELEASE, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

I acknowledge and agree to the following on my own behalf:

I understand that certain risks may be involved in events associated with the Field Day. **I understand these risks and declare Myself to be physically sound.**

In addition, I agree to the following:

1. **I RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Elon University, its Board of Trustees, officers, servants, agents, employees, representatives, volunteers, successors and assigns (hereinafter "Releasees") from any and all liability, claims, demands, actions, lawsuits, causes of action and/or judgments whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Myself, or to any property belonging to Participant, while engaging in Elon's Field Day programs or using Elon's facilities, or while in, or upon the premises where the activities are being conducted, **REGARDLESS WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or otherwise and regardless whether such liability arises in tort, contract, strict liability, or otherwise.
2. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to Participant's participation in said activities, **WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES** or otherwise.
3. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of Participant's family and spouse, if I am alive, and Participant's heirs, assigns and personal representative, if Participant is deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of North Carolina and that if any part of this release is determined to be illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**; understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent; **and I execute this Release on my behalf as Participant for full, adequate and complete consideration fully intending to be bound by same.**

**THIS IS A RELEASE OF LEGAL RIGHTS READ AND UNDERSTAND BEFORE SIGNING**

Participant (print name)_____ Participant (signature) _____

Date: _____