



BROWN

BROWN UNIVERSITY

PHYSICAL ACTIVITY

ASSUMPTION OF RISK AND RELEASE AGREEMENT

Name of Participant: _____

Activity: _____

Location: _____

Responsible Faculty/Staff Member: _____

Date(s): _____

I am a student at Brown University (“Brown”) and have voluntarily chosen to participate in the activity stated above (“Activity”). The Activity is understood to include all travel to and from the location of the Activity, if any. This Assumption of Risk and Release Agreement (“Agreement”) confirms my understanding of and agreement with the following:

1. I understand that participation in the Activity involves a risk of physical injury to me and damage to or loss of my personal property. This includes without limitation risks involved in traveling to and from the Activity, scratches, bruises, sprains, strains, burns, tears, broken bones, concussion, drowning, tick-borne diseases, loss of vision, respiratory or heart failure, spinal injury, paralysis, stroke, and even death. Environmental risks include without limitation temperature and weather extremes, sun exposure, falling objects, and encounters with potentially dangerous wildlife such as snakes, insects, ticks, mosquitoes, bees, and wasps. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly.
2. In consideration for being allowed to participate in the Activity, I release, indemnify, and hold harmless Brown University, including the Corporation, its Trustees, Fellows, officers, employees, representatives, and agents, from and against any present or future claims, losses, liabilities, costs, and expenses for personal injury, including death, property damage, or any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the Activity.
3. I affirm that I am physically and mentally capable of participating in the Activity and have no known health restrictions that may jeopardize my health or safety while participating in the Activity. I understand that it is my responsibility to inform the Responsible Faculty/Staff Member listed above of any health conditions that may limit my ability to participate in the Activity. I agree to cease participating in the Activity if I believe further participation poses a risk to my health or safety. In the event of illness or injury, I authorize the Responsible Faculty/Staff Member listed above and other agents of Brown to



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coordinate emergency care or other medical treatment for me based on the existing circumstances.

- 4. I understand that my participation in the Activity is subject to all policies, rules, and procedures of Brown, the site of the Activity, and/or as outlined for me by the Responsible Faculty/Staff Member listed above.
- 5. I grant permission to Brown to photograph, film, or make an audio recording of my participation in the Activity. I further grant Brown an irrevocable license to reproduce, copy, display, perform, or otherwise use these materials in publications, exhibits, on the Internet, or on television and to identify me in such materials. I also waive the right to approve the final product.

I certify that I have read and understand this Agreement and am at least 18 years old. If I am not at least 18 years old, my parent or legal guardian has signed below and agreed to be bound by this Agreement. I understand and agree that any oral or written representations not contained in this Agreement will not alter the content of this Agreement. I agree that this Agreement shall be governed by the laws of the State of Rhode Island, excluding its conflict of laws principles, and that the federal or state courts in the State of Rhode Island shall be the forum for any lawsuits filed under or incident to this Agreement.

Signed _____ Date _____

Name (print) _____

For Participants Under 18 Years Old

I, the undersigned parent or legal guardian of the participant listed above (“Participant”), consent to the Participant’s participation in the Activity. I, as the parent or legal guardian of the Participant and on behalf of the Participant, release, indemnify, and hold harmless Brown University, including the Corporation, its Trustees, Fellows, officers, employees, representatives, and agents, from and against any present or future claims, losses, liabilities, costs, and expenses for personal injury, including death, property damage, or any other damage, which I or the Participant may suffer, or for which the Participant may be liable to any other person, related to the Participant’s participation in the Activity.

Signed _____ Date _____

Name (print) _____