

**Information and instructions for *Participation Agreement - Waiver and Release* for student clubs and organizations. Read this document before using the attached sample waiver and release.**

The purpose of a **waiver and release** is to protect the sponsor of an activity or event from legal liability if someone is hurt, killed, or suffers property loss or other damages while participating in the activity or event. By signing a waiver and release, participants agree that they are aware of the risks of the activity or event and further agree that they will not hold the sponsor of the event (or any of the individuals acting on behalf of the sponsor) legally responsible for any harm that occurs while attending or participating in the event. **Note: Waivers do not guarantee protection from legal liability, but are considered a good practice when holding an event.**

The sample *Participation Agreement -- Waiver and Release* is designed for use by Appalachian State University clubs and organizations that are organizing/ sponsoring/ hosting an event involving other individuals (this could include students, non-students, or a mix of both).

A waiver and release may also be appropriate when an activity is *not* open to other participants, but only involves the club/ organization members.

**Most student clubs and organizations on campus are *not* covered by the University's liability protections.** Therefore, it is important for student organizations to independently assess the risks of any activity or event they are considering participating in -- or sponsoring for outside participants -- and determine what is needed to reduce risk and liability. In addition to having participants sign waivers, student organizations may want to consider purchasing liability insurance for their event. The student organization should also have the necessary expertise, knowledge, training, facilities, personnel, and equipment in place to safely carry out the event or activity.

The sample *Participation Agreement - Waiver and Release* can be modified to fit the student organization's activity or event. The **Student Legal Clinic** is available as a resource to answer questions about the waiver and release form. Student organizations may also want to consult with private attorneys or other sources with expertise regarding their specific activities or events.

**PARTICIPATION AGREEMENT  
WAIVER AND RELEASE**

I \_\_\_\_\_ (participant) am participating in \_\_\_\_\_ (event) on \_\_\_\_\_ (date) sponsored/ organized by \_\_\_\_\_ (student club/ organization). I understand that participating in this event may be physically demanding, even to persons in excellent physical condition, and that my participation may lead to physical injury or death, or property damage or loss. Understanding the potential risks inherent to my participation, **I assume sole and full responsibility for my personal safety and for any loss or damage to my property during participation in the event.**

In consideration for being allowed to participate in the event listed, above, I agree as follows:

1. I will comply with all instruction and directions of \_\_\_\_\_ (student club/ organization) officers, members, and volunteers in connection with participation in the event.
2. I understand the possible risks and dangers to me and my life and property associated with my participation in the event, and I participate voluntarily, in reliance upon my own judgment and ability. **I assume all risk of personal injury, death, and property damage or loss from any cause whatsoever**, including, but not limited to, my own conduct, the failure of anyone to enforce rules and regulations or inspect equipment or facilities, and the negligence of anyone else; and
3. I **release and indemnify**, defend, and hold harmless \_\_\_\_\_ (student club/ organization) and its officers, members, and volunteers from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature, whatsoever, sustained by me as a result of or in connection with my participation in the event.
4. North Carolina law governs the determination of all issues related to this Agreement.

I certify that I am at least eighteen (18) years of age, medically and mentally sound and physically fit to participate in the event described, above, and am competent to enter into this **waiver and release agreement**.

**If the participant is under eighteen (18) years of age, this document must be signed on behalf of the participant by his or her parents or guardian.**

**I HAVE READ AND UNDERSTAND THIS PARTICIPATION AGREEMENT; I UNDERSTAND AND AGREE THAT IT SHALL LEGALLY BIND ME AND MY ESTATE, AND I SIGN IT VOLUNTARILY.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
If parent/ guardian – specify relationship