



**RELEASE OF ALL CLAIMS**

Release executed on this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

As a lawful consideration for being permitted by Misericordia University to participate in the **Challenge Course**, and intending to be legally bound, I, the undersigned, hereby voluntarily agree that I, my family, heirs, executors, administrators, agents and assigns:

1. Hereby waive, release, forgive, and forever discharge (i) Misericordia University, (ii) its trustees, officers, members, employees, students, representatives, and agents, (iii) all other persons or entities involved with the **Challenge Course** including instructors and course facilitators, and (iv) all medical personnel which provide services (e.g., first aid) at the **Challenge Course** (collectively, the "Released Parties") from any and all claims, basis for claims, demands, suits, actions, causes of action, liabilities, damages, complaints, judgments, or other loss or harm of any nature whatsoever, known or unknown, suspected or unsuspected, arising directly or indirectly in connection with my participation in the **Challenge Course** and/or the activities that take place in connection with the **Challenge Course**.
2. Will not make a claim against, sue, attach the property of, or prosecute any of the Released Parties for any injury or damage that may occur during my voluntary participation in the **Challenge Course**, even though such liability or damage may arise out of the negligence or carelessness of one or more of the Released Parties.
3. Will indemnify, save and hold the Released Parties harmless from any claims by me, my family, heirs, executors, administrators, agents and/or assigns arising from my voluntary participation in the **Challenge Course**, regardless of whether one or more of the Released Parties was negligent or careless.

I recognize and acknowledge that there are inherent risks in the **Challenge Course** activities I intend to take part in, and hereby voluntarily agree to accept and assume all risks of loss, damage, or injury that I may sustain in connection therewith, whether those risks are foreseen or unforeseen, and whether I suffer injury as a result of negligence or not.

I hereby grant Misericordia University permission to authorize whatever medical or surgical treatment may be considered necessary or advisable by a physician or nurse in attendance in the event of an accident or medical emergency that renders me incapacitated. My medical coverage will be applied for payment for any such treatment and if I have no medical coverage or have insufficient coverage, I will be solely responsible for payment.

I further state that I am of lawful age and legally competent to sign this Release and be bound by its terms. This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital.

**I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND MISERICORDIA UNIVERSITY, ITS TRUSTEES, OFFICERS, MEMBERS, EMPLOYEES, STUDENTS, REPRESENTATIVES, AND AGENTS, AND I AGREE TO IT OF MY OWN FREE WILL.**

Activity: Challenge Course

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Sign Name