

University of Virginia's College at Wise Upward Bound Program
Assumption of Risk and Release Agreement

Must be completed for all participants

In consideration of the services of Upward Bound at the University of Virginia's College at Wise, their agents, owners, officers, volunteers, participants, trustees, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "U.B."), I hereby agree to release and discharge U.B., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge transportation to and participation in U.B. activities entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to me, to property or to third parties. I understand that U.B. staff will eliminate as many of the risks as possible without jeopardizing the essential qualities of the activities.

Additionally, there are uncontrollable risks associated with transportation, contact with plants, animals, insects and other persons not associated with U.B.

1. I am participating in U.B. activities voluntarily. I understand my rights to refuse participation in activities in the case of concern for my personal safety or the safety of others. I elect to participate in spite of the risks of the activities involved in U.B. I expressly agree and promise to accept and assume all of the risks existing in U.B. activities I participate in. By voluntarily participating in this program, I understand that I may have to associate with persons of different races, creeds, religions, and/or sexuality.
2. I hereby voluntarily release, forever discharge, and agree to indemnify (to shift the responsibility for payment of damages to someone else) and hold harmless U.B. from any and all claims, demands, or causes of action, which are in any way connected with my participation in activities or my use of U.B.'s vehicles, equipment or facilities, including any such claims which allege negligent acts or omissions of U.B.
3. Should U.B. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injuries or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume—and bear the costs of—all risks that may be created, directly or indirectly with any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in U.B. activities, I may be found by a court of law to have waived my right to maintain a lawsuit against U.B. on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I voluntarily agree to its terms.

In consideration of _____(print student's name) being permitted by U.B. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless U.B. from any and all claims which are brought by, or on behalf of minor, and which are in any way connected with such use or participation by minor.

Parent/Guardian Signature: _____

Parent/Guardian Print Name: _____

Date: _____