GUAMCOMMUNITYCOLLEGE

# PARTICIPATION, WAIVER, AND RELEASE OF LIABILITY FORM AND ACKNOWLEDGMENT AND ASSUMPTION OF RISK

In consideration of being allowed to participate in the below described activity, I, _____ hereby release, waive, discharge, and covenant not to sue Guam Community College from all liability to myself, to my personal representatives, assigns, heirs and next of kin, for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property of myself, by reason of accident, illness, injury, death, or other consequences arising or resulting directly or indirectly from participation in Obstacle Course Usage offered by Guam Community College.

I voluntarily elect to participate in this activity with knowledge of any dangers involved, and I hereby agree to accept and assume any and all risks of property damage, personal injury, or death. Guam Community College and the Territory of Guam asserts lack of responsibility or liability resulting from participation in this activity.

## Waiver of Liability and Indemnification:

In consideration for being allowed to voluntarily participate in the above-referenced activity, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

a. waiver release and discharge Guam Community College, the Territory of Guam, its agencies, officers and employees from any and all negligence and liability for my death disability, personal injury, property damage, property theft or claims

b. indemnify, save, and hold harmless Guam Community College, the Territory of Guam and its agencies, officers, and employees of, from and against any and all claims of any nature including all costs, expenses, and fees arising out of or resulting from my actions during this activity or event.

I hereby consent to receive emergency medical treatment which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY, THE UNDERSIGNED IS AWARE THAT Obstacle Course Usage MAY INVOLVE INHERENT DANGERS AND RISKS AND THE UNDERSIGNED IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED AND HEREBY AGREES TO ACCEPT ANY AND ALL RISKS OF INJURY ASSOCIATED THEREBY.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Guam Community College and I have signed of my own free will. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

IF UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.

Name: _____ Signature: _____

Date: _____