Amherst College LEAP Program
Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participation in an Amherst College LEAP Orientation Program.

Amherst College is a non-profit educational institution. References to Amherst College (henceforth referred to as Amherst) include Amherst College, its trustees, employees, volunteer workers, students, Student Government Organization, and participating organizations, agents and assigns. References to me include my parent(s)/guardian, if I am a minor.

I freely choose to participate in the Amherst College LEAP Program and all activities associated with it, including travel and/or the use of any equipment, if applicable, (the LEAP Program).

I understand that Amherst is not an agent of, and has no responsibility for, any third party including without limitation any sponsor which may provide any services including food, lodging, travel, or any equipment associated with the LEAP Program.

I agree that participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what I will need for the LEAP Program and to provide what I will need. I agree make sure that I know how to safely participate in any activities, and I agree to observe all rules and practices set by the group leader to minimize the risk of injury. I agree to stop and get help if I do not believe I can safely continue in any activity. I agree to limit my participation to reflect my personal fitness level. I agree to wear or use proper protection or gear as dictated by the activity. I will not wear or use or do anything that would pose a hazard to myself or others, including using or ingesting alcohol, drugs or any substance which could pose a hazard. I agree that if I do not act in accordance with this agreement I may not be permitted to continue to participate in the LEAP Program.

Despite precautions, accidents and injuries can occur. I acknowledge that the LEAP Program has risks, including certain risks that cannot be eliminated without fundamentally changing the unique character of the LEAP Program activities.

I understand that the following risks are inherent to the LEAP Program.

- Death, injury, or illness from accidents of any nature whatsoever, including, but not limited to: bodily injury or illness of any nature whether severe or not, temporary or permanent, which may occur as a result of participating in an activity or contact with physical surroundings, equipment or other persons.
- Loss or injury as a result of crime or criminal act by third parties, terrorism, war, civil unrest, riot, arrest, or other act of any government or authority.
- Theft or loss of personal property during the LEAP Program.
- Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
• Alteration, including delay, extension or cancellation of the LEAP Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine, or any other disturbances or causes.

For additional details about the various LEAP Program options and the risks inherent to each, see: https://www.amherst.edu/mm/432084

I further acknowledge that the above lists (as well as the list below, if I am participating in the FOOT Trip) are not inclusive of all possible risks, hazards, injuries, or illnesses associated with the LEAP Program.

I acknowledge that I am voluntarily participating in the LEAP Program with knowledge of the dangers involved, including that I may be injured, killed, suffer financial loss and/or lose or damage personal property, and I ASSUME ALL RISKS RELATED TO THE LEAP PROGRAM.

Medical Treatment Authorization

I authorize Amherst to act on my behalf in any medical emergency as may be applicable.

[THIS SECTION APPLICABLE TO THE “FOOT” TRIP ONLY]

I understand that climbing, canoeing, hiking, traveling, and other Trip activities may be potentially very dangerous, and include risks of collision, falling, capsizing, drowning, and food poisoning, among other risks.

Possible additional environmental risks and hazards include: insects, snakes and predators, including large animals; falling and rolling rock; lightning, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Possible injuries and illnesses from these environmental risks and hazards include hypothermia, sunburn, heatstroke, dehydration, and other mild and serious medical conditions.

[END OF SECTION]

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of being permitted to participate in the Trip, I, the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, hereby do forever release Amherst from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Amherst on account of personal injury,
bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the Trip and/or the use of facilities, equipment, or services in association with the Trip howsoever the injury is caused, whether by the negligence of Amherst or otherwise.

In consideration of being permitted to participate in the Trip, I, the undersigned, **covenant not to sue** and agree to **indemnify and hold harmless** Amherst from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in the Trip and my use of facilities, equipment, or services in association with the Trip.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the LEAP Program and the use of facilities, equipment, or services in association with the LEAP Program, and that I am voluntarily assuming all risks, whether known or unknown.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the LEAP Program, and that by this agreement I am relieving Amherst of any and all liability for such loss, damage or death.

My signature on AC Data indicates that I have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am at least eighteen years of age, and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Amherst permitting me to participate in the LEAP Program and to use any facilities, equipment, or services associated with the LEAP Program.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

If you are 18 years old or older (as of one week before Orientation), you will “sign” the Risk Release on ACData.

If you are younger than 18 years old (as of one week before Orientation) your parent/guardian must sign below. You can scan the completed form and send it to orientation@amherst.edu; fax it to 413-542-8488; or mail it to Amherst College/Office of Student Affairs/P.O. Box 5000/Amherst, MA 01002.

Signature: ______________________________________

Date: ___________________________ month/day/year

Name Printed: _______________________________

Address: _________________________________

Tel. No.: _________________________________

Parent/Guardian: ___________________________

Parent/Guardian Name Printed: _______________________

Address: _________________________________

Signatures need not be notarized but must be witnessed.