

**KUTZTOWN UNIVERSITY OF PENNSYLVANIA**  
**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Participant Name:**

**Name of Event/Activity:** Softball Exposure Clinic

**Event/Activity Dates:** January 9, 2022

**Waiver:** In consideration of being permitted to participate in **Softball Exposure Clinic** at Kutztown University on **January 9, 2022**, I hereby agree to the following: hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Kutztown University of Pennsylvania, and the State System of Higher Education, part of the Commonwealth of Pennsylvania, and their officers, employees, volunteers and agents from liability **for any and all claims including the negligence of Kutztown University of Pennsylvania, its officers, employees, volunteers and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, concussions; 3) contracting contagious illness, to 4) catastrophic injuries including paralysis and death.

**Representations:** I certify that I am physically fit, have sufficiently prepared or trained for participation in The Activity, and have not been advised to not participate by a qualified medical professional. I certify there are no health-related reasons or problems which preclude my participation in The Activity.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Release:** I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns of The Activity.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Kutztown University and the State System of Higher Education HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian of Minor

\_\_\_\_\_  
Date