

Waiver of Liability & Hold Harmless Agreement

1. In consideration for receiving permission to participate in _____
(Course name)

I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE The College of Charleston, the Board of Trustees of the College of Charleston, the State of South Carolina, their officers, servants, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such courses activity, or while in, on or upon the premises where the activity is being conducted.

2. To the best of my knowledge, I am physically able to participate in this course. I am fully aware of the risks and hazards connected with the activity of this course, and I hereby elect to voluntarily participate in such activity, and to enter the above named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE or PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.

3. I futher hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, damage or costs, including court costs and attorneys' fees that they may incur due to my participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assignees, and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE and COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of South Carolina.

5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and duly competent; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__.

WITNESS:

Participant