RELEASE

This is a legally-binding Release, Waiver, Discharge and Covenant Not to Sue made by me/us, ______________________, [print full name of parent] and ______________________, [print full name of parent] to the University of Pittsburgh - Of the Commonwealth System of Higher Education (“University”) and to others.

It is my/our minor child's desire to participate in [describe activity], at [describe location], on [date of activity] (“Activity”). I/We fully recognize that there are dangers and risks to which _________________ [minor's name] may be exposed by voluntarily participating in the Activity. Examples of these dangers and risks are injuries or conditions including, without limitation, muscle or ligament damage, lacerations, abrasions, contusions and fractures, heart attack, as well as other injuries or conditions, up to and including serious physical injury or impairment or loss of life. I/We appreciate the character of the risk taken and, on behalf of my/our child, voluntarily assume all risk of harm. I/We understand that the University does not require my/our child to participate in the Activity, but I/we want him/her to do so, despite the possible dangers and risks and despite this Release.

I/We therefore agree to assume and take on myself/ourselves all of the risks and responsibilities in any way associated with participation in the Activity. In consideration of and return for the opportunities, services, facilities, equipment or other things provided to me/us or my/our child by the University, I/WE HEREBY RELEASE THE UNIVERSITY [list others, if applicable] (AND ITS [or “EACH OF THEIR,” if releasing entities in addition to University] DIRECTORS, TRUSTEES, OFFICERS, PARTNERS, PRINCIPALS, EMPLOYEES, STUDENTS AND AGENTS) (COLLECTIVELY THE “UNIVERSITY RELEASEES”) FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO MY/OUR CHILD, UP TO AND INCLUDING DEATH, AND FROM DAMAGE TO HIS/HER PROPERTY, IN CONNECTION WITH PARTICIPATION IN THE ACTIVITY. I/WE UNDERSTAND THAT THIS RELEASE COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES TO ACT OF THE UNIVERSITY RELEASEES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE.

I/We recognize that this Release means I/we are giving up, among other things, rights to sue the University Releasees for injuries, damages or losses I/we may incur. I/We also
understand that this Release binds my/our heirs, executors, administrators and assigns, as well as myself/ourselves.

Further, I/we agree to defend, indemnify and hold harmless the University Releasees from and against any claim, damage, liability, injury, expense or loss, including but not limited to, reasonable attorney fees, by reason of any suit, claim, demand, judgment or cause of action, initiated by my/our child, or any other person, arising out of my/our child’s participation in the Activity.

I/We assure the University that, to the best of my/our knowledge, information and belief, my/our child is physically able to participate in the Activity without any undue or unusual risk to him/her or to others.

I/We have read this entire Release, I/we fully understand it and I/we agree to be legally bound by it.

Witness:      READ CAREFULLY BEFORE SIGNING.

___________________________________  ___________________________________

Releasor=Signature Releasor=Signature

___________________________________

Releasor’s Signature

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Releasor’s Signature

___________________________________

Date