

ATTACHMENT A

**Waiver, Release, Indemnity and Promise Not to Sue**

I, the undersigned Participant, wish to participate in the NJSIAA Championship Swim Meet to take place at the campus of The College of New Jersey during the period of February 25-26, 2017 (herein referred to as the "Activity"). I understand that the Activity is operated by NJSIAA ("Licensee") and that this Activity is neither administered nor sponsored by Releasees (defined below). In consideration of The College of New Jersey's permitting me to participate in the Activity, I agree as follows.

I fully recognize that certain risks are involved in participating in the Activity and in being transported to and from the campus and other incidental places, and I voluntarily assume those risks.

I will wear protective clothing and equipment as appropriate, follow directions of the employees and agents of Licensee or The College of New Jersey and engage in the Activity in a prudent and cautious manner. I will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Activity. I will not (i) act in any way which shall interfere with the lawful running or operation of the Activity or equipment used in connection with the Activity or (ii) engage in any type of conduct, which contributes to or causes injury to any person. I have read and do agree to comply with the Residence Hall Code of Conduct provided at [www.tcnj.edu/].

I am responsible for all of my own loss, liability and expenses, including medical expenses in connection with the Activity. I have no physical, mental, psychological or medical condition that would prohibit me from participating or materially increase the risk to me or others of my participating in the Activity. I have adequate insurance to cover any medical expenses for any injuries that may arise out of the Activity. I hereby authorize the employees and agents of Licensee or The College of New Jersey, at their discretion, to administer to or seek for me first aid and other emergency medical services and transportation for further medical care, but I acknowledge that they may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation.

I will not hold any of The College of New Jersey, Trenton State College Corporation, the State of New Jersey ("State") or the New Jersey Educational Facilities Authority ("EFA") or their respective trustees, officers, employees, agents, students or volunteers (collectively, the "Releasees") responsible for any personal injury (including death) or property damage that I might incur in connection with the Activity, even if the negligence of any of the Releasees or Licensee caused or contributed to such injury or damages. I will not sue or seek damages from any of the Releasees in any form, and I hereby waive and release any and all claims against each of the Releasees for personal injury (including death) or property damage, arising in any way out of my participation in the Activity, even if the negligence of any of the Releasees or Licensee caused or contributed to such injury or damages and I agree to indemnify, defend and hold each Releasee harmless from any such claims. I recognize that this release means I am giving up, among other things, rights to sue the Releasees for injuries, damages or losses I may incur.

I have read and do understand the above statements and they are true and accurate. The signing of this Waiver, Release, Indemnity and Promise Not to Sue is completely voluntary.

READ ABOVE CAREFULLY BEFORE SIGNING BELOW.

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

If Participant is under the age of 18 years, signature of parent or legal guardian is required.

I hereby voluntarily give permission for the Participant to participate in the Activity and agree to be bound by the terms of this Waiver, Release, Indemnity and Promise Not to Sue.

\_\_\_\_\_  
Parent/Legal Guardian's Printed Name

\_\_\_\_\_  
Parent/Legal Guardian's Signature

\_\_\_\_\_  
Date