

**PARTICIPANT ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,  
AND INDEMNITY AGREEMENT**

ASSUMPTION OF RISKS

I understand that my participation in GoucherFit classes and/or events (hereinafter the "Activity") may require that I engage in strenuous physical activity. This creates possible risks, dangers, and hazards, including the risk of severe or fatal injury to myself or others. I further understand that these risks, dangers, and hazards include those associated with travel to and from the location(s) to be visited during the Activity. I understand the risks, dangers, and hazards involved.

I understand that Goucher College does not require me to participate in the Activity, I elect to participate voluntarily, knowing that it may be hazardous to my property and to me. I voluntarily assume full responsibility for any risks of loss or personal injury, including death, that I may sustain, or any loss or damage to property owned by me, as a result of my participation.

In consideration for Goucher College allowing me to voluntarily participate in the Activity, I agree to:

1. **WAIVE, RELEASE, FOREVER DISCHARGE AND COVENANT NOT TO SUE** Goucher College and all of its trustees, officers, directors, agents, servants, employees, representatives, independent contractors, volunteers, successors and assigns (collectively the "College") from any and all claims, causes of action, demands, damages, liabilities, expenses, suits, actions and/or judgments whatsoever that may arise out of or in connection with my participation in the Activity. This includes, without limitation, any and all claims for personal or bodily injuries, death or property damage, **WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE COLLEGE OR OTHERWISE**, except to the extent caused by the College's gross negligence or intentional misconduct.
  
2. **DEFEND, HOLD HARMLESS AND INDEMNIFY** the College from any and all claims, demands, causes of action, damages, liabilities, expenses (including, without limitation, any attorney's fees and costs), suits, actions and/or judgments made or brought by any party that may arise out of or in connection with my participation in the Activity. This includes, without limitation, any and all claims for personal or bodily injuries, death or property damage, **WHETHER CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF THE COLLEGE OR OTHERWISE**, except to the extent caused by College's gross negligence or intentional misconduct.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT:**

I have read the foregoing Participant Assumption Of Risk, Waiver And Release Of Liability, And Indemnity Agreement; I am authorized to sign it; and no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made;

I am at least eighteen (18) years of age and fully competent; and I voluntarily execute this Agreement for full, adequate and complete consideration.

I hereby further agree that this document shall be construed in accordance with the laws of the State of Maryland and that if any part of this release is determined to be illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

**THIS IS A RELEASE OF LEGAL RIGHTS  
READ AND UNDERSTAND BEFORE SIGNING**

PARTICIPANT

Signature \_\_\_\_\_

Printed Name\_\_\_\_\_

Date\_\_\_\_\_