



2019

## Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless Agreement

The parties to this Agreement are

\_\_\_\_\_ (Participant),  
\_\_\_\_\_ (Participant's parents  
or legal guardian, if Participant is under 18, all referred to  
hereafter jointly and severally as "Participant") and the  
Board of Trustees of the Leland Stanford Junior University  
its officers, trustees, faculty, agents, representatives,  
volunteers, students and employees ("Stanford") for the  
\_\_\_\_\_ ("Event")  
("Stanford" and "Event" are collectively referred to  
hereafter as "Released Parties").

Participant is a voluntary participant in this Event.  
Participant understands and agrees that such activities  
may be dangerous, may involve travel (local, domestic  
and/or international) and that neither the Event nor  
Stanford can guarantee the safety of Participant.  
Participant shall not engage in inappropriate conduct  
including the use of physical force or verbal abuse, abuse  
of the customs or mores of the community, and  
unauthorized absences from classes or other activities.

Participant is apprised that Released Parties shall not be  
subject to claims or suit to be made by or on behalf of  
Participant or Participant's heirs, representatives or  
assigns as a consequence of Participant's participation in  
the Event.

**Assumption of Risk.** Participant expressly understands  
and agrees that the Event presents risks to Participant and  
her/his property. These risks can include, among others  
(by way of example and without limitation): dangers  
associated with swimming and drowning, manmade and  
natural jumps; dangers of collision with pedestrians,  
vehicles, and fixed or moving objects; the dangers arising  
from surface hazards, including pot holes or other ground  
or pavement depressions or height differentials, equipment  
failure, teammates' or co-participants' negligent or  
wrongful conduct, inadequate safety equipment or training,  
use of equipment or materials provided by the event  
organizer, host and others; unfamiliar or different terrain;  
customs, climate, food and drink; civil unrest, terrorism,  
kidnapping and assault; laws; social and sexual mores;  
personal safety; driving practices; sports practices, rules  
and regulations; communications; criminal and law  
enforcement activities; disability access; driving practices,  
road, premises conditions and/or maintenance; disease  
risks; inadequate health care; injury to the head, neck or  
spine; injury to the muscular or skeletal systems; injury to  
internal organs; scratches, bruises, strains, sprains,  
contusions, falls, fractures; physical violence; verbal  
abuse; sexual abuse or other forms of harassment by co-  
participants; loss or damage to sight, teeth; other body  
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parts or hearing; paralysis; concussions; brain damage;  
long and/or short-term disability; loss of income and/or  
career and earning opportunities; minor or serious injury  
and/or death or other risks, including risks related to  
explosion, fire, chemical exposure and/or risks associated  
with field trips. Participant is responsible for researching  
and evaluating the risks he/she may face and is  
responsible for his/her actions. Any activities that  
Participant may take part in, whether as a component of  
the Event or separate from it, will be considered to have  
been undertaken with Participant's approval and  
understanding of any and all risks involved. This includes,  
but is not limited to, risks associated with the consumption  
of alcoholic beverages and/or drugs or other intoxicants  
(whether legal or illegal), property loss, injury to person or  
property, or death arising out of traffic accidents, assault,  
and theft or other activities.

***It is Participant's intention that this assumption of all  
risks shall be legally binding and a complete bar to  
Participant, Participant's heirs, personal  
representatives, relatives and assigns. This  
assumption of risk applies to all activities arising out  
of, associated with or resulting directly or indirectly  
from Participant's participation in the Event, including  
but not limited to those risks listed above.***

Participant further recognizes, understands and agrees  
that the Released Parties assume no responsibility for any  
liability as regards damage or injury that may be caused by  
Participant's negligence or willful acts committed prior to,  
during or after participation in the Event, or any liability,  
damage or injury caused by others, including other  
participants.

**Adherence to Standards.** Participant understands and  
agrees to abide by all Stanford policies, rules, and  
regulations and to all other laws, rules and regulations,  
including all office, laboratory and/or general campus rules  
and regulations.

**Release of Claims.** In consideration of being accepted  
into and/or participating in the Event, Participant agrees for  
Participant and on behalf of Participant's heirs, executors,  
administrators, employers, agents, representatives,  
insurers, and attorneys, to release and discharge Stanford  
of and from any and all claims which may arise from any  
cause whatsoever, including any negligent act or omission  
by Stanford or others. Participant further releases and  
discharges Stanford from liability for any accident, illness,  
injury, loss or damage to personal property, or any other  
consequences arising or resulting directly or indirectly from  
Participant's participation in the Event. The Participant

acknowledges and agrees that the Released Parties assumes no responsibility for any liability, damage, or injury that may be caused by Participant's negligent or intentional acts or omissions committed prior to, during, or after participation in the Event, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including other participants.

Participant intends that both the assumption of risk and the release of claims be complete defenses to any and all actions, claims or demands that Participant, Participant's heirs or legal representatives have or may have for injuries to person or property, including death, as a result of activities for which the participant has assumed risks and/or released and/or waived claims.

**Indemnification and Hold Harmless.** Participant hereby agrees to indemnify, defend, and hold harmless Released Parties from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary participation in or decision to participate in the Event, travel to and from the Event and any and all related activities, on or off of Stanford's campus. ***This Indemnification and Hold Harmless Agreement is intended to be all encompassing.***

**Physical Condition and Insurance.** Participant attests that he/she is physically and mentally capable of participating and has no known health restrictions that might jeopardize his/her safety or health or the safety or health of others during their participation in the Event. Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required.

Participant agrees to be solely responsible for payment in full of all costs of medical care he/she may receive.

**Activities Outside the Event.** Should Participant choose to remain at the Event location or elsewhere either before or after participation in the Event then this Agreement shall remain in full force and effect.

**Event Modification and Cancellation.** Stanford reserves the right to cancel or modify the Event before or during its operation for any reason, including emergencies, low enrollment, or unavailability of facilities or personnel.

**Termination of Participation.** Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion, Stanford or its representative

may terminate Participant's participation in the Event at any time, including during the Event. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Event, or health or safety considerations. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Event, nor shall Stanford be required to make any refund.

**Severability.** It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

**Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

**Construction and Scope of Agreement.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any earlier written or oral understandings or agreements between the parties.

**Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by it.**

Date:

Participant Signature:

Participant's Name Printed:

Date:

Signature of Custodial Parent or Legal Guardian (if Participant under 18):

Custodial Parent or Legal Guardian Name Printed: