

**Tufts University Engineers Without Borders Student Organization
Participant Waiver for 6K Run/Walk (Event)**

For and in consideration of the Trustees of Tufts College (“University”) allowing me, the undersigned, to participate in the University organized event described above (the “Event” or “Events”); I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health, in proper physical condition and have been properly trained to participate in the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site. If I am unsure of my health or physical condition, it is my responsibility to seek the advice of my own health care provider.

2. I understand and acknowledge that participation in track & field, road running, race walking and cross-country Events is inherently dangerous and represents an extreme test of a person’s physical and mental limits. I understand and acknowledge the risks and dangers associated with participation in the Event and sport of track & field and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course or track conditions; land and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Event.

3. I agree to be familiar with and to abide by the guidelines and regulations established for the Event and any applicable laws. I accept sole responsibility for my own conduct and actions while participating in the Event. I also agree to follow the direction given by any Tufts University Police Department or law enforcement agencies and any other public entities providing support for the Event.

4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the Trustees of Tufts College; property owners or operators upon which the Event takes place; law enforcement agencies and other public entities providing support for the Event; and each of their respective parent, subsidiary and affiliated companies, officers, trustees, directors, officers, agents, employees, students and volunteers (Individually and collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney’s fees) of any kind or

nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Event or during my travel to or from the Event or during while I am on the premises of the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim. I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions.

5. I acknowledge that I will be giving up substantial legal rights by signing this (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. I understand that no refunds will be made for withdrawing from the Event or because of adverse weather.

Participant Name: _____ Date: _____

Signature of Participant: _____