Non-Varsity Athletic Liability Release and Waiver

The parties to this Release are _____ (Student), _____ (Student's parents or legal guardian, if student is under 18, all referred to hereafter jointly and severally as "Student") and The Board of Trustees of the Leland Stanford Junior University ("Stanford").

The Student, with the consent of the Student's parents or legal guardian (where applicable), has chosen to participate in the _____ (hereafter "Activity"). Student further understands that because participation is voluntary, any failure to participate in this Activity will have no negative impact, including academic, on Student.

Assumption of Risk. Student expressly understands and agrees that participant in Non-Varsity Athletic Activities presents risks to Student both serious and minor, including but not limited to head or other injuries, loss of sight, broken bones, brain damage, paralysis and death. Student is responsible for researching and evaluating the risks she/he may face and is responsible for her/his actions.

Student further recognizes, understands and agrees that the Stanford assumes no responsibility for any liability, damage or injury that may be caused by Student's negligence or willful acts committed prior to, during or after participation in the Activity, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in the Activity, or caused by any other person.

Indemnification and Hold Harmless. Student specifically understands that she/he is personally responsible, agrees to indemnify, defend and holds harmless the Board of Trustees of the Leland Stanford Junior University, their officers, agents, volunteers, students and employees from any action, claim, or demand that his/her heirs, or legal representatives, have or may have for any and all personal injuries he/she may suffer or sustain, regardless of cause or fault as a result of his/her voluntary decision to participate in the Activity or related activities, on or off campus including reasonable attorneys' fees and/or any other associated costs, caused by any act or omission of Student resulting from direct or indirect participation in the Activity.

Release of Claims. In consideration of being allowed to participate in the Activity, Student, his/her heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge the Board of Trustees of the Leland Stanford Junior University, its officers, trustees, faculty, employees, volunteers, students, agents, and representatives (hereafter "Released Parties") from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by the Released Parties. Student further releases and discharges the Released Parties from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Student's participation in the Activity. The Student acknowledges and agrees that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by Student's negligent or intentional acts or omissions committed prior to, during, or after participation in the Activity, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Activity, or caused by any other person.

Termination of Participation. Student understands and agrees to abide by all policies, rules, and regulations. Student shall not engage in inappropriate conduct including the use of physical or verbal violence. Student understands that, in its sole discretion the Activity or its representative may terminate Student's participation in the Activity at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Student deemed detrimental to the best interests of the Activity; emergencies; or health or safety considerations.

Physical Condition and Insurance. Student attests that she/he is physically capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Activity.

Student attests that she/he will have health insurance equal to or greater than that offered by the Stanford Cardinal Care (Student health insurance) plan

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

Governing Law and Venue. This release 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 release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release 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 release supersedes any earlier written or oral understandings or agreements between the parties.

Student acknowledges that she/he has read this release and that she/he understands its meaning and effect.

Date:
Student
Signature:_____
Printed
Name:_____

Date:
Signature of Parent or Legal Guardian (if Student under 18):

_____
Printed
Name: _____

Club Sport: