

PLEASE READ CAREFULLY! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!

RELEASE AND WAIVER OF LIABILITY

In consideration for my participation in _____ ASCE Dodgeball _____ ("Event"), I, _____ ("Participant"), hereby release and hold harmless the American Society of Civil Engineers, its Sections, Branches, Institutes, affiliates, officers, directors, employees, members, volunteers, and agents (collectively, "ASCE") from any and all claims which I may have against them at any time with respect to liability arising from personal injury or property damage which I may suffer or incur in participating in or traveling to or from the Event.

I am fully aware of the risks inherent in the Event, which may include but are not limited to injuries or loss caused by physical activity; equipment; hazardous weather, ground, or playing conditions; other participants; slips, falls, collisions, or any other accident; or any other risk or danger. I recognize that I am fully responsible for knowledge of my own state of health and for determining whether participation in any activity related to this Event is medically appropriate for me. I am also aware of the risks relating to consumption of food and beverages (including, if applicable, any alcoholic beverages) during the Event and I agree to assume full responsibility for my conduct. I acknowledge my voluntary participation in the Event with full knowledge and acceptance of the risks involved, and I assume complete responsibility for my well being. I expressly waive all rights or benefits of statutory and non-statutory laws of any jurisdiction pertaining to this Agreement and Release.

I further understand and agree that ASCE does not carry or maintain health, medical, or disability insurance coverage for any participant, and that ASCE does not assume any responsibility to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of my injury or illness. I acknowledge that I am expected and encouraged to obtain my own medical, health and disability insurance coverage.

I hereby release and forever discharge ASCE from any claim whatsoever which arises on account of any first aid, treatment or service rendered or not rendered to me in connection with my participation in the Event.

I understand and agree that by signing this agreement I am releasing any right to make any claim, now or in the future, for damages or any other relief against ASCE even if the claim arises from an injury or damage caused, or alleged to have been caused, by the negligence of ASCE.

I intend that this Release and Waiver of Liability shall be binding upon me and my heirs, executors, personal representatives and assigns.

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. BY SIGNING THIS AGREEMENT, PARTICIPANT REPRESENTS THAT HE/SHE IS AWARE THAT THIS IS A RELEASE OF LIABILITY, A PROMISE NOT TO SUE, AND A CONTRACT BETWEEN RELEASOR AND THE RELEASEES.

IN WITNESS WHEREOF, Participant has executed this Release and Waiver of Liability as of the date written below.

Participant: _____

Address: _____

Date: _____

Phone: _____