ASSUMPTION OF RISK, AUTHORIZATION AND RELEASE AGREEMENT
FOR USE OF ATHLETICS FACILITIES

The parties to this Agreement are ______________________ (Participant),
(Participant’s parents or legal guardian if Participant is under age eighteen, all referred to hereafter jointly and severally as
“Participant”) and The Trustees of the Stevens Institute of Technology (“Stevens” or the “University”).

Participant has requested permission to use Stevens’ athletic facilities (“Athletic Facilities”). In consideration for Stevens
permitting the Participant to use the University’s Athletic Facilities, the Participant agrees as follows:

1. **Charitable Purpose.** Participant acknowledges and agrees that the University’s Athletic Facilities are devoted to use
for educational and related charitable purposes. Participant acknowledges and agrees that the University is
allowing Participant to use its Athletic Facilities connection with its charitable mission and that Participant is a
beneficiary of this mission.

2. **Assumption of Risk.** Participant recognizes and understands that use of the Athletic Facilities may expose Participant
to danger and risk of injury, which may range in severity from minor injuries to long-term or catastrophic injuries,
including paralysis and death. Knowing the hazards, risks and dangers of use of the Athletic Facilities including
but not limited to falls; over-exertion; contact with other participants; musculoskeletal injuries; and head, neck,
spinal cord and/or brain injury, Participant acknowledges and agrees that use of the Athletic Facilities is at
Participant’s own risk. Participant also specifically acknowledges and understands that use of the aquatics areas
(i.e., swimming pool and hot tub) includes the additional risks of cramping, intake of water, and drowning, and
acknowledges and agrees that use of any aquatics areas is at Participant’s own risk. Participant specifically agrees
to assume all of the risks and responsibilities surrounding Participant’s use of any Stevens’ equipment or other
property.

3. **Physical Condition and Ability.** Participant attests that Participant is in good physical condition and is physically
capable of engaging in the intended activities in Stevens’ Athletic Facilities. Participant understands that Stevens
does not screen participants for illness, injuries, allergies or other medical conditions which would prevent or limit
participation in any activity. It is the responsibility of Participant to evaluate the Participant’s ability to participate
in any and all activities. Participant acknowledges and agrees that s/he has responsibility for preventing potential
injuries including, but not limited to, by exercising judgment in calibrating activities to his/her individual level of
ability, knowing how to use any equipment prior to use, knowing how to perform any exercises with proper form,
ceasing activities and seeking medical treatment if a potential injury occurs, and complying with medical
recommendations.

4. **Release, Hold Harmless and Indemnification.** Participant agrees and hereby does release and hold harmless Stevens
and its trustees, officers, directors, employees, agents, representatives, students, and insurers, and each of their
respective successors and assigns (collectively, “Released Parties”), both in their personal and official capacities,
from any and all liability for any harm, injury, damage, claim, demand, or cause of action of any kind or nature that
may be brought by or on behalf of the Participant, any member of Participant’s family, Participant’s heirs,
administrators, beneficiaries, and personal representatives, and any of their respective successors or assigns
(“Releasing Parties”), arising out of and any all known or unknown, foreseen or unforeseen, physical, emotional or
other personal injuries, damages to or loss of property, and any consequences thereof which may be sustained by
Participant or other Releasing Parties arising out of or in connection with Participant’s use of the Athletic
Facilities. Participant agrees to and hereby does indemnify, defend and hold harmless the Released Parties from
any action, claim or demand that Participant or any other Releasing Party have or may have arising out of or in
connection with Participant’s use of Stevens’ Athletic Facilities. Furthermore, Participant agrees to and hereby
does indemnify Stevens for any injuries, damages, or losses to others or to the premises, facility, or equipment of
the University caused by Participant. Such indemnifications shall include costs and expenses incurred by Stevens, including reasonable attorneys’ fees.

5. **Consent to Treat.** If Participant should suffer an injury or illness while on Stevens’ campus, Participant authorizes the employees, agents, or other representatives of the University to use their discretion to administer or authorize emergency medical treatment and/or to transport or to have Participant transported to a medical facility and Participant acknowledges that the Released Parties assume no responsibility or liability for any injury or damage which might arise out of or in connection with such medical response or treatment and any such action(s) related thereto shall be subject to the release in paragraph 4 above. Participant further understands and agrees that any such treatment will be Participant’s sole financial responsibility.

6. **Compliance with Rules.** Participant understands and agrees to abide by all policies, rules and regulations of Stevens, including any directions of Stevens’ staff in connection with Participant’s use of the Athletic Facilities. Participant shall not engage in inappropriate conduct including but not limited to the use of physical, sexual, or verbal violence or harassment.

7. **Termination of Use.** Participant understands that Stevens may, in its sole discretion, terminate Participant’s ability to use the Athletic Facilities at any time. Reasons for termination may include, but are not limited to, inappropriate conduct or other behavior or health or safety considerations.

8. **Governing Law and Venue.** Any action arising out of this Agreement or Participant’s use of the Athletic Facilities shall be construed in accordance with, and governed by, New Jersey law. The exclusive venue for any action arising out of this Agreement shall be the federal or state courts located in Newark, New Jersey and the County of Hudson, New Jersey.

9. **Construction and Scope of Agreement.** The terms and provisions of this Agreement are acknowledged by the parties to be required for the reasonable protection of the other. If any of the provisions, terms, clauses, or waivers or releases of claims or rights contained in this Agreement are declared unlawful, unenforceable, or ineffective in a legal forum of competent jurisdiction, then such provisions, terms, clauses, or waivers or releases of claims or rights shall be deemed severable, such that all other provisions, terms, clauses, and waivers and releases of claims or rights contained in this Agreement shall remain valid and binding upon the parties. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable. The language of all parts of this Agreement shall in all cases be construed 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, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant has read the foregoing provisions and understands that s/he is signing a complete release and bar to any claims as defined above.

Participant Signature: _______________________________    Date: _______________

Printed Name: ____________________________________  Date of Birth: ___________________

Required if Participant is under age eighteen:

Parent/Guardian Signature: ________________________________    Date: _______________

Printed Name: __________________________________________  Telephone: __________________

PLEASE RETURN ALL PAGES OF THE SIGNED DOCUMENT

Last updated: 08/19/2014