



## Activity Waiver Form

*(Release, Waiver and Covenant Not To Sue)*

I, the undersigned Participant, agree to be bound by this Release, Waiver and Covenant Not To Sue ("Release") in consideration for Cape Fear Community College's ("College") permission to participate in the activity described as follows:

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, including all related or associated activities, events and related travel, whether or not transportation is provided or arranged by the College, (the "Activity").

**1. Acceptance of Terms.** I understand that I must agree to this Release if I am to participate in the Activity. Participation in the Activity is a privilege granted to me by the College.

**2. Express Assumption of Risks.** I acknowledge that the Activity involves certain inherent risks and dangers of accident, injury, loss or harm, including but not limited to bodily injury, death, emotional distress, and economic damage (collectively, "Risks"), and I knowingly, willfully and voluntarily assume all such Risks, whether known or unknown, economic or noneconomic, direct or indirect, in any way associated or connected with the Activity.

If the Activity is an athletic activity or event, or involves physical movement or proximity to other individuals, I understand and acknowledge that injuries and sickness may result from, or be worsened or complicated by, the Activity, and that the Risks cannot be completely eliminated.

**3. Release of Liability.** I FOREVER RELEASE, ACQUIT, AND DISCHARGE THE COLLEGE, AND ITS REPRESENTATIVES, OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS, AND THE PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS THEREOF (COLLECTIVELY, "THE COLLEGE AFFILIATES"), OF AND FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, DEMANDS, ACTIONS, INJURIES, CAUSES OF ACTION, SUITS, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, OF WHATSOEVER KIND OR NATURE, ARISING FROM, RELATED TO, OR IN ANY WAY CONNECTED WITH THE ACTIVITY, WHETHER KNOWN OR UNKNOWN, ECONOMIC OR NONECONOMIC, DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO THOSE RESULTING FROM THE NEGLIGENCE OF THE COLLEGE AND THE COLLEGE AFFILIATES.

**4. Indemnification.** I AGREE TO INDEMNIFY AND HOLD HARMLESS THE COLLEGE AND THE COLLEGE AFFILIATES OF AND FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, DEMANDS, ACTIONS, INJURIES, CAUSES OF ACTION, SUITS, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, OF WHATSOEVER KIND OR NATURE INCURRED BY OR THREATENED AGAINST THE COLLEGE ARISING FROM, RELATED TO, OR IN ANY WAY ASSOCIATED OR CONNECTED WITH MY PARTICIPATION IN THE ACTIVITY.

**5. Voluntary Participation.** I acknowledge that I am not required to participate in any way in the Activity, but have willfully and voluntarily decided to participate in the Activity of my own accord. If I am an employee or independent contractor of the College, I understand that my decision whether or not to participate in the Activity will have no effect on my employment or other economic relationship with the College.

**6. College Drug and Alcohol Policy.** I ACKNOWLEDGE THAT THE COLLEGE HAS ZERO TOLERANCE FOR THE ILLEGAL USE, POSSESSION AND DISTRIBUTION OF DRUGS AND ALCOHOL ON COLLEGE PROPERTY OR WHILE PARTICIPATING IN COLLEGE ACTIVITIES WHEREVER LOCATED. I AGREE THAT I WILL NOT POSSESS, USE, SELL, DISTRIBUTE OR BE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL WHILE PARTICIPATING IN ANY COLLEGE ACTIVITY AND THAT I WILL ADHERE TO THE DRUG AND ALCOHOL POLICY AS STATED IN THE COLLEGE CATALOG.

**7. Severability.** If any word, phrase, term or provision of this Release is determined by a court of competent jurisdiction to be unenforceable, void, or voidable, it is the intent of the parties that the remainder of this Release shall remain in full force and effect.

**8. Governing Law.** The parties hereto agree that, without regard to conflicts of law principles, the laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Release.

**9. Full Understanding of Terms.** I hereby acknowledge and agree that I have been given an opportunity to read this Release in full and fully understand the terms and provisions set forth in this Release. I further acknowledge and agree that I am giving up substantial rights.

