

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

In consideration of being allowed to use the facilities and participate in programs, events, and activities (the “Programs”) at all parks owned by Montclair State University, including, but not limited to, Montclair State University Ice Arena (the “Facility”), Participant, and Participant’s parent(s) or legal guardian(s) if Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1) **TO WAIVE ALL CLAIMS** that they have or may have against Montclair State University, MCU SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and officers arising out of Participant’s participation in the Programs, or the use of any fixtures, furniture, and equipment (the “Equipment”) provided by Facility. Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of Montclair State University, the State of New Jersey, NJEFA, MCU SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and officers to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.

2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of Montclair State University, the State of New Jersey, NJEFA, MCU SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and officers. Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3) **TO RELEASE** Montclair State University, the State of New Jersey, NJEFA, MCU SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment; and

4) **TO INDEMNIFY** Montclair State University, the State of New Jersey, NJEFA, MCU SFM, LLC, Sports Facilities Management, LLC, and their owners, affiliates, operators, employees, agents, and/or officers from all liability for any loss, damage, injury, death, or expense that Participant (or his/her next of kin) may suffer, arising out of participation in the Programs and use of the Equipment.

**Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect Facility before any participation.**

**Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings.**

**If, while participating in the Programs, Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of Facility.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the state of New Jersey, the remaining portions of the Agreement shall remain binding and available for use by Facility and its counsel in any proceeding.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Parents or Guardians must also sign if Participant is UNDER 18.

Participant (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_