

Durham Technical Community College
Release of Liability, Waiver of Claims and Assumption of Risk Agreement

1. I, the undersigned Participant, acknowledge that participation in events promoted by Durham Tech Health and Wellness (herein referred to as "Activity") is expressly conditioned on my agreement to each of the terms of this document. In consideration of being allowed to participate in the Activity, I hereby agree as follows:
2. Exculpatory Clause. I affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the Activity. I fully understand that these risks can lead to personal injury, illness, permanent disability, death or damage to my property. Despite the potential hazards and dangers associated with the Activity, I voluntarily agree to participate in the Activity and hereby ACCEPT AND ASSUME ALL SUCH RISKS, known and unknown, and assume all responsibility for the losses, costs, and /or damages following such personal injury, illness, permanent disability, death or damage to my property, even if caused, in whole or in part, by the negligence of Durham Technical Community College (herein referred to as "Durham Tech") or any of its officers, directors, agents, employees, volunteers or representatives with the exception of willful or gross negligence.
3. Release And Waiver. I waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton, or willful misconduct that I may have in the future against Durham Tech and its officers, directors, agents, employees, volunteers and representatives which are in any way associated with the Activity.

I release Durham Tech and its officers, directors, agents, employees, volunteers and representatives FROM LIABILITY AND RESPONSIBILITY, whatsoever, for any claim of action that I, my estate, heirs, executors or assigns may have for any personal injury, property damage, or wrongful death arising from the Activity whether caused by active or passive negligence of Durham Tech or any of its officers, directors, agents, employees, volunteers or representatives with the exception of gross negligence. By executing this document, I agree to HOLD Durham Tech and its officers, directors, agents, employees, volunteers and representatives HARMLESS for any personal injury, illness, permanent disability, or death which may occur to me, or for any damage to my property, during the Activity.

4. Indemnity Clause. I agree to Indemnify and Hold harmless Durham Tech and its officers, directors, agents, employees, volunteers and representatives for any and all claims arising out of or resulting from, or alleged to have arisen out of or resulted from, my engaging in or participating in the Activity.
5. By entering into this agreement, I am not relying on any oral or written representation or statement made by Durham Tech or any of its officers, directors, agents, employees, volunteers

or representatives other than what is set forth in this agreement.

6. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of North Carolina and agree that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement. The remainder of this agreement will then be construed as though the unenforceable provision had never been contained in this document.
7. No Insurance. I understand that Durham Tech does not carry or maintain health, medical, or disability insurance coverage for any participant. Each participant is encouraged and expected to obtain their own medical or health insurance coverage.
8. This agreement shall remain valid and in full force and effect from and after the date set forth herein below until expressly revoked by me in a written notice personally delivered to the College.
9. Binds Heirs. This agreement shall be binding upon my heirs, personal representatives, successors and assigns.
10. Voluntary signature. I have fully read and understand the foregoing agreements. I have consulted and relied upon my own advisers on all questions in connection therewith, and I have not relied upon Durham Tech or any of its officers, directors, agents, employees, volunteers or representatives for any advice or explanation in connection therewith.

Signature _____

Date _____

Printed Name _____

Employee ID # _____