TOWSON UNIVERSITY CAMPUS RECREATION
AGREEMENT, WAIVER, HOLD HARMLESS & COVENANT NOT TO SUE
INTRAMURAL SPORTS

Notice: This Agreement is a contract with legal consequences. Please read carefully before signing.

In consideration of my participation in Intramural Sports, August 23rd, 2020 – July 31st, 2021 inclusive, I hereby freely agree to make the following contractual representations and agreements:

I fully realize the dangers of participating in Intramural Sports events including, but not limited to: badminton, basketball, cornhole, dodgeball, flag football, floor hockey, futsal, kickball, outdoor soccer, softball, tchong ball, volleyball and voluntarily assume all the risks associated with such participation. I understand the risks include, but are not limited to, the following: accidents may happen while traveling in vehicles to event locations including provided transportation, car pools, bicycles, and walking. Mishaps such as falls, equipment failure, other participants, imperfect sidewalk/field/terrain conditions, wet surfaces, being hit with balls, drowning, contact with walls/fences/vehicles/other people, and/or over exertion could result in injuries including sprains, back injury, spinal cord injuries, concussion, broken bones, torn muscles or tendons, dislocations, welts, contusions, contact abrasion, loose/missing teeth, dehydration, heat illness, cold illness, psychological trauma, hospitalization, and/or death.

I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the above named events. With these demands in mind, I have no physical or mental condition, which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in the event. I also agree to abide by any established rules or regulations while engaged in this activity.

I understand that Towson University has no duty to provide any extraordinary duties or safety measures in relation to this activity and that I must use reason and judgment in my undertakings hereunder. I consent to Towson University providing emergency health assistance if it is determined in its discretion, and consent to Towson University contacting my emergency contact as listed on the bottom of this form.

I understand and expressly assume all risks and dangers of the activities contemplated by this Agreement, and I hereby release, waive, discharge, and covenant not to sue Towson University, the University System of Maryland, the State of Maryland, and their officers, agents, servants, and employees (collectively, the “Releasees”) from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me or to my property while participating in any of the activities contemplated by this Agreement, whether such damage, loss, or injury results from the negligence of the Releasees or from any other cause. I also hereby release, waive, discharge, and covenant not to sue the Releasees from any claims whatsoever on account of any first aid, treatment, or service rendered to me during my participation in the above activity. I hereby agree to indemnify, and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys’ fees, that they may incur due to my participation in said activities, whether caused by the negligence of Releasees or otherwise.

I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals. I agree that my failure or refusal to sign such agreements or releases shall in no way affect the validity of this Agreement, nor revoke or cancel any of the terms of this Agreement. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the party or parties in defending against such claim or suit. This Agreement shall not be modified orally.

I have carefully read this form and fully understand its contents. All information I have provided is true. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself and Towson University and for the benefit of others described herein, I sign it of my own free will.

Name of participant (print): ________________________________ TUID#: ______________________

Email: __________________________ @students.towson.edu

Participant’s signature: ________________________________ Date: ______________________

Parent/guardian signature (if under 18): ________________________________ Date: ______________________

Emergency contact name: __________________________________________

Relationship: __________________________________________ Emergency contact phone number: ______________________

If you have any questions or concerns about this form, please contact the Assistant Director of Competitive Sports at 410-704-3649.