Activity:_____ **Date(s) of Activity:** _____

RELEASE, WAIVER, AND ASSUMPTION OF RISK

This is a legally binding Release, Waiver, and Assumption of Risk (hereinafter "Release") made by me to the University of North Carolina at Charlotte (hereinafter "University").

1. I fully recognize that there are dangers and risks to which I may be exposed by participation in the activity listed above (hereinafter "Activity"). The risks associated with this Activity include, but are not limited to, risks of equipment failure, serious injury, permanent disability, or death. These risks may arise not only from my own action, inaction, or negligence, but also from the action, inaction, or negligence of others, or the condition of the premises on which the Activity takes place or of any equipment used. I also recognize that there may be other risks not presently known or reasonably foreseeable.
2. In consideration of and return for the services, facilities, and other assistance provided to me by the University in connection with the Activity, I agree, on behalf of myself, my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Activity.
3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, I RELEASE AND INDEMNIFY THE STATE OF NORTH CAROLINA, THE UNIVERSITY OF NORTH CAROLINA, THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY PRESENT OR FUTURE CLAIM, LOSS, OR LIABILITY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE, OR FAILURE TO SUPERVISE, FOR INJURY TO PERSON OR PROPERTY THAT I MAY SUFFER, OR FOR WHICH I MAY BE LIABLE TO ANY OTHER PERSON, DURING MY PARTICIPATION IN THE ACTIVITY.
4. I UNDERSTAND THAT THE UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR SUITABILITY OF ITS PREMISES OR EQUIPMENT WITH RESPECT TO THE ACTIVITY. IT IS MY RESPONSIBILITY TO INSPECT THE PREMISES AND ANY EQUIPMENT I WILL USE IN CONNECTION WITH THE ACTIVITY.
5. I recognize that this Release means I am giving up, among other things, rights to sue the State of North Carolina, the University of North Carolina, the University of North Carolina at Charlotte, and their respective officers, employees, and agents for injuries, damages, or losses I may incur during my participation in the Activity. I also understand that this Release binds my heirs, executors, administrators, and assigns, as well as myself.

I have carefully read and understand this Release, Waiver, and Assumption of Risk. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

_____ _____ _____

Signature of Participant Printed Name Date

If Participant is under 18 years of age:
I (a) am the parent or legal guardian of the above Participant, (b) have read and understand the foregoing Release Form(including such parts as may subject me to personal financial responsibility), (c) am and will be legally responsible for the obligations and acts of the Participant as described in this Release Form, and (d) agree, for myself and for the Participant, to be bound by its terms.

_____ _____ _____

Signature of Parent/Guardian Printed Name Date