



Alumni Association Participant Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement

The parties to this Agreement are _____ (Participant), and the Board of Trustees of the Leland Stanford Junior University, its officers, trustees, faculty, agents, representatives, volunteers, students and employees by and through the Stanford Alumni Association (collectively referred to hereafter as "Stanford"). Participant has chosen to participate in _____ (hereafter "Program").

Assumption of Risk. Participant understands that the Program can present certain anticipated and unanticipated risks to Participant. In particular those risks may include illness, loss of sight/hearing, respiratory damage, lacerations, fractures, concussion, brain damage, paraplegia, and/or death. Participant is responsible for researching and evaluating the risks he/she may face and, as provided herein, is responsible for his/her actions associated with, related to, or arising from the Program. Any actions Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with Participant's approval and consent.

It is Participant's intention that this assumption of risks shall be legally binding and a complete bar to Participant, Participant's heirs, personal representatives, relatives and assigns. Participant agrees to assume all risks of injury, including death, arising out of, related to or associated with all activities associated with the Program.

Participant further recognizes, understands and agrees that Stanford will assume no responsibility for any liability, damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Program, or for any liability, damage or injury caused by others, including other participants.

Release of Claims. Participant agrees for Participant and on behalf Participant's heirs, personal representatives, administrators, relatives and assigns to release and discharge Stanford from any and all claims which may arise from any all activities that occur on Participant's personal time related to, arising out of, associated with or resulting directly or indirectly from Participant's participation in the Program and travel to and from the Program. This release discharges Stanford from liability for any accident, illness, injury, loss or damage to person or property, or any other consequences arising from, related to, associated with or resulting directly or indirectly from the released claims. Participant acknowledges and agrees that Stanford assumes no responsibility for any liability, damage, or injury that may be caused by Participant's negligent or intentional acts or omissions committed prior to, during, or after participation in the Program, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including other participants.

Participant intends that both the assumption of risk and the release of claims be complete defenses to any and all actions, claims or demands that participant, his/her heirs or legal

representatives have or may have for injuries to person or property, including death, as a result activities for which the participant has assumed risks and/or released claims.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless Stanford from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, his/her heirs or legal representatives, has or may have for any and all personal injuries he/she may suffer or sustain, regardless of cause or fault as a result of participation in the Program.

Physical Condition. Participant attests that he/she is physically capable of participating and has no known health restrictions that might jeopardize his/her safety or health, or that of others during the Program. Participant gives permission for Stanford or its representatives to provide immediate and reasonable emergency care should it be required. Participant agrees to be solely responsible for payment in full of all costs of medical care he/she may receive.

Severability. It is understood and agreed that, if any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to this jurisdiction.

Construction and Scope of Agreement. The language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement Liability Release, understands its meaning and effect, and agrees to be bound by its terms.

Participant Signature: _____ Date: _____
