



Assumption of Risk
Release of Claims and Hold Harmless
Agreement

The parties to this Release are

[REDACTED] (Participant),
[REDACTED] (Participant's parents
or legal guardian, if Participant is under 18, all referred to
hereafter jointly and severally as "Participant") and the
Board of Trustees of the Leland Stanford Junior University
its officers, trustees, faculty, agents, representatives,
volunteers, students and employees (collectively referred to
hereafter as "Stanford") for [REDACTED]
("Program").

Participant is a voluntary participant in this Program.
Participant understands and agrees that such activities may
be dangerous, may involve travel (local, domestic and/or
international) and that the Program cannot guarantee the
safety of Participant. Participant is responsible for
researching and evaluating the risks he/she may face and
is responsible for his/her actions. Participant further
understands that because participation is voluntary, any
failure to participate in this program will have no negative
impact, including academic, on Participant.

Assumption of Risk. Participant expressly understands
and agrees that the Program presents risks to Participant
and her/his property. These risks can include, among
others: unfamiliar or different terrain, climate, food and
drink, laws, safety, sports practices and regulations and
rules, communications, criminal and law enforcement
activities, disability access, driving practices, disease risks,
health care, injury to the head, neck or spine, injury to the
muscular or skeletal systems, injury to internal organs,
scratches, bruises, strains, sprains, contusions, falls,
fractures, physical violence, verbal abuse, loss or damage
to sight, teeth or hearing, paralysis, drowning, concussions,
brain damage, long/short-term disability, loss of
income/career opportunities, serious injury and/or death.
Participant is responsible for researching and evaluating the
risks he/she may face and is responsible for his/her actions.
Any activities that 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 understanding of any and all risks involved.
This includes, but is not limited to, risks associated with the
consumption of alcoholic beverages and/or drugs, property
loss, injury to person or property, or death arising out of
traffic accidents, assault, and theft or other activities.

***It is Participant's intention that this assumption of all
risks shall be legally binding and a complete bar to***

***Participant, Participant's heirs, personal
representatives, relatives and assigns. This
assumption of risk applies to all activities arising out
of, associated with or resulting directly or indirectly
from Participant's participation in the Program,
including but not limited to those risks listed above.***

Participant further recognizes, understands and agrees that
the Program assumes 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.

Adherence to Standards. Participant understands and
agrees to abide by all Stanford policies, rules, and
regulations and to all sports' rules and regulations..

Release of Claims. In consideration of being accepted into
and participating in the Program, Participant agrees for
Participant and on behalf of Participant's heirs, executors,
administrators, employers, agents, representatives,
insurers, and attorneys, to release and discharge Stanford
from any and all claims which may arise from any cause
whatsoever, including any negligent act or omission by
Stanford. Participant further releases and discharges
Stanford from liability for any accident, illness, injury, loss or
damage to personal property, or any other consequences
arising or resulting directly or indirectly from Participant's
participation in the Program. The 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 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, Participant's
heirs or legal representatives have or may have for injuries
to person or property, including death, as a result of the
participant's decision to participate or participation in the
Program.

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, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of Participant's voluntary participation in or decision to participate in the Program or related activities, on or off of Stanford's campus. ***This Indemnification and Hold Harmless Agreement is intended to be all encompassing.***

Physical Condition and Insurance. Participant attests that she/he is physically and mentally capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Program. Participant gives permission for Stanford or its representative 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 she/he may receive in connection with participation in the Program.

Activities Outside Program. Should Participant choose to remain at the Program location or elsewhere either before or after participation in the Program, the Program will cease to act as a sponsor for Participant. Should Participant drop out of the Program voluntarily or involuntarily, the Program will cease to act as sponsor for Participant thereafter. In the event of either of the foregoing, this release shall remain in full force and effect.

Program Modification and Cancellation. Stanford reserves the right to cancel or modify the Program before or during its operation for any reason, including emergencies, low enrollment, or unavailability of facilities or personnel.

Termination of Participation. Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion, Stanford or its representative may terminate at Stanford's sole discretion Participant's participation in the Program at any time, including during the Program. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Program, or health or safety considerations. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Program, nor shall Stanford be required to make any refund.

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

Governing Law and Venue. This release 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 jurisdiction in Santa Clara County, California.

Construction and Scope of Agreement. The language of all parts of this release 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 Liability Release, Indemnification, Hold Harmless and Waiver 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, understands its meaning and effect, and agrees to be bound by its terms.

Date:

Participant Signature:

Participant's Name Printed:

Date:

Signature of Custodial Parent(s) or Legal Guardian (if Participant under 18):

Custodial Parent(s) or Legal Guardian Name Printed: