

Participant's Name (Please Print): _____

**Delaware State University, Dover, DE
DSU Athletic Department DSU Lacrosse
Prospect Camp –January 26, 2013 (Rain date January 27, 2013)**

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of Delaware State University on the following date of January 26, 2013, participants, visitors and guest of all events and activities, **do hereby release, waive, discharge, and covenant not to sue** Delaware State University, its directors, officers, employees, and agents from liability **from any and all claims including the negligence of DSU Lacrosse Program & Athletic Department** resulting in personal injury, accidents or illness (including death), and property loss arising from, but not limited to, participation in on-field activities, classes, observation, and use of facilities, premises, or equipment.

Signature of Participant

Date

Signature of Parent/Guardian (if needed)

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Delaware State University has facilities for and provides for activities such as walking, running, jumping, aerobics, lacrosse related activities, during this sporting event, and other activities associated with the home game season events. Some of these involve strenuous exertions of strength using various muscle groups; some involve quick movements involving speed and change of direction and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by DSU Lacrosse Program. I hereby assert that my participation is voluntary and I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD DELAWARE STATE UNIVERSITY HARMLESS from any and all claims, actions, suits, procedures, cost, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at the DSU Lacrosse Prospect camp at the DSU Alumni Stadium, Memorial Hall or Sports Annex, January 26, 2013 and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Delaware and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant

Date

Signature of Parent/Guardian (if needed)

Participant's Age (if minor) _____