

AMHERST COLLEGE
INSIDE-OUT PRISON EXCHANGE PROGRAM
Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participation in the activity or trip described.

The Trustees of Amherst College is a non-profit educational institution. References to Amherst College (henceforth referred to as Amherst) include its trustees, employees, volunteers, alumni, students, agents and assigns.

I, the undersigned, freely choose participate in the Amherst College course, Regulating Citizenship, Spring Semester 2008, henceforth referred to as the Class.

I understand that Amherst is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor, that may provide any services associated with the Class.

I agree that participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself and following the rules and guidelines provided to me.

Despite precautions, accidents and injuries can occur. I understand that travel and other activities the Class may undertake may be potentially dangerous, and that I may be injured and/or lose or damage personal property or incur unexpected costs or expenses as a result of participation in the Class. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- X Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury of any nature whether severe or not which may occur as a result of participating in an activity or contact with physical surroundings or other persons; arising from travel by car or bus, or any other means; death, injury or illness
- X Loss or injury as a result of a crime or criminal act or other deliberate act of another person, terrorism, war, civil unrest, riot, detention, arrest or other act of any government or authority
- X Theft or loss of my personal property during the Class
- X Loss or injury as a result of natural disaster or other disturbances
- X Alteration including delay, extension or cancellation of the Class due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.
- X Exacerbation of injuries or illness due to unavailability of medical care.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Class and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that participating in this Class is an acceptance of risk of injury or death.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of Amherst's financial support of my participation in the Class, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, **HEREBY DO FOREVER RELEASE** Amherst from any cause of action,

claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Amherst on account of personal injury, bodily injury, property damage, financial loss, death or accident of any kind, arising out of or in any way related to my participation in the Class and/or the use of facilities, equipment, or services in association with the Class howsoever the injury is caused, whether by the negligence of Amherst or otherwise.

In consideration of Amherst's financial support of my participation in the Class I **COVENANT NOT TO SUE** and agree to **INDEMNIFY AND HOLD HARMLESS** Amherst from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in the Class and my use of facilities, equipment, or services in connection with the Class. I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Class and my use of services in association with the Class, and that by this agreement I am relieving Amherst of any and all liability for such loss, damage or death.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Class and the use of facilities, equipment, or services in association with the Class, and that I am voluntarily assuming all risks, whether known or unknown.

My signature below indicates that I have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Amherst supporting my participation in the Class and my use of services associated with the Class.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **IN WITNESS WHEREOF**, this instrument is duly executed at _____, _____ this day of _____, _____.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Signature: _____
Date: _____ day/month/year
Name Printed: _____
Address: _____
Tel. No.: _____
Witness: _____
Witness Name Printed: _____
Address: _____

Signatures Must be Witnessed