**Sport Club Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AGREEMENT TO ASSUME RISKS AND WAIVE CLAIMS**

**PLEASE READ CAREFULLY. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION AND LEGALLY BINDING TERMS.**

**RISKS OF INJURY:** The sport of kendo has inherent risks. Among these risks is the risk of injury from participation in the physical activity, including:

• LACERATIONS • BROKEN BONES • HEAD/EYE INJURIES • BRAIN DAMAGE • PARALYSIS • BACK/NECK/SPINE INJURIES • HEART ATTACK • STROKE • TRAUMA FROM PHYSICAL CONTACT WITH PARTICIPANTS, EQUIPMENT, OR PLAYING SURFACE • DEATH

I acknowledge that these are inherent risks of the sport and that I will be exposed to each of these risks by exercising my choice to participate in this Sport Club.

**SPORT CLUB IS INDEPENDENT ORGANIZATION:** I understand that this Sport Club is registered and operated as an independent student organization under procedures established by the Office of Student Leadership, Engagement & Campus Activities, with such membership requirements as the Sport Club itself establishes. I understand that all activities of this Sport Club take place subject to the rules and principles set forth in the Campus Code of Conduct, to protect and promote Cornell University’s educational purpose. I acknowledge that Cornell University does not supervise, run, or participate in the activities of this Sport Club. That means Cornell has not made any assessment of my health, fitness, or skill level to participate in this Sport Club, or my ability to use any equipment that may be used by this Sport Club.

**ASSUMPTION OF RISKS:** I understand and agree that, by signing this Agreement and participating in this Sport Club and in its activities, including use of any facility, property, and equipment, and any travel associated with this Sport Club, I will be exposed to the above-listed risks. I am voluntarily assuming all such risks. I agree that I am responsible for deciding whether to participate in this Sport Club’s activities, including deciding whether I have the degree of skill required to participate in any particular activity.

**WAIVER OF CLAIMS**: In consideration of the opportunity to participate in this Sport Club, which may include use of Cornell facilities, equipment, and property, use of Sport Club equipment, and travel associated with this Sport Club, I hereby waive all claims against Cornell University and the above-named Sport Club, their respective officers, coaches, advisors, agents, volunteers, and employees (collectively, “Released Parties”) from any liabilities, damages, expenses, causes of action, claims, or demands of any nature whatsoever, including any claims of negligence, on account of personal injury, property damage, death, or accident of any kind related to my participation in this Sport Club, however caused, except in the event of gross negligence. I intend for this waiver to bind my family members, heirs, executors, administrators, representatives, and assigns, as well as myself.

This Agreement to Assume Risks and Waive Claims shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. I agree that any dispute about the terms of this Agreement shall be presented to a court of competent jurisdiction in the State of New York with venue in Tompkins County.

I certify that I am in good health and have no physical limitations that would preclude my safe participation in this Sport Club. I further certify that I am 18 years of age or older and I have read and understand this Agreement, intending to be legally bound by its terms.

**SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ YEAR OF BIRTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**