Assumption of Risk, Release from Liability and Indemnification

I, ________________________________________, ("Participant") will participate in the 2018 Battle of the Badges ("Event") on the campus of Yale University ("Yale") from 9:00am to 12:00pm, on Saturday, April 14th, 2018, located at 30 Tower Parkway in the Yale Athletic Varsity Gym. This is a bench press competition that will raise money for the Yale-New Haven Health, Smilow Cancer Center. This document ("Agreement") covers all aspects of my participation in the Event. In this Agreement, “Yale” means Yale, its trustees, officers, employees, trainees, students, volunteers, and agents.

1. Event Risks. I understand that participation in the Event involves risks that Yale cannot eliminate, including, among others, risk of property damage, illness, bodily injury, permanent disability, and death.

2. Assumption of Risk. I voluntarily take responsibility for all risks of participating in the Event and I am physically fit to participate.

3. Release. I release Yale from all legal and financial responsibility for any harm that I, or my property might suffer as a result of my participation, even if the harm is caused by Yale’s negligence.

4. Indemnification. I agree to indemnify and hold Yale harmless from (that is to say, I agree to pay or reimburse Yale for) any costs, penalties, legal fees, or judgments ("Costs") that Yale has to pay related to my participation in the Event, even if the Costs resulted from Yale’s negligence.

5. Governing Law and Jurisdiction. The laws of Connecticut shall govern and the courts of Connecticut shall interpret this Agreement.

6. Binding Agreement. This Agreement shall legally bind me, and my child, family members, spouse, estate, heirs, administrators, or personal representatives.

7. Severability. If a court decides that any part of this Agreement cannot be enforced, I agree to change that part to make it enforceable. If the unenforceable part cannot legally be changed, it will be severed, but the rest of the Agreement will remain in effect.

8. Signature. I agree that I have read and understood this Agreement, I am competent to sign it, and I do so voluntarily and without relying on anything Yale wrote or told me except what is written above. I understand that I am free not to sign this Agreement and to find a different Event.

Before you sign this Agreement, please read it carefully because it affects your legal rights.

Printed Name of Participant: ____________________________________________________________

Signature of Participant: ___________________________ Date: ___________________________