



**HENDRIX**  
**SUMMER PROGRAMS**  
**WAIVER OF LIABILITY**

**I. Release, Waiver and Covenants.**

**In consideration for being permitted by Hendrix College (herein referred to as the College) to participate in the Program, I hereby acknowledge and agree to the following:**

1. **Release and Waiver of Liability.** I acknowledge and agree that the College shall not be liable or responsible in any way for, and I hereby waive all claims and causes of action against the College with respect to or arising out of any death or injury of any nature whatsoever that may be suffered or sustained by Participant or Parent or any other person in connection with the Program or any loss or damage or injury to or theft or loss of any property belonging to me on the College's campus including but not limited to any property placed by me in or about College buildings, grounds or facilities. The provisions of this paragraph shall bind me, my personal representatives, heirs, executors, administrators, agents, and assigns and shall survive the completion of the Program and the termination of this Agreement.

2. **Indemnity.** I acknowledge and agree to indemnify, defend and hold the College harmless from and against any and all losses, damages, claims or liabilities (including attorneys' fees, litigation expenses and costs of appeals) including, but not limited to, any damage to any property, or injury, illness or death of any person occurring in, on, or about the College campus, or any party thereof, arising from participation in this program provided, however, excluding loss as a result of the gross negligence or intentional act of the College. The provisions of this paragraph shall bind me, my personal representatives, heirs, executors, administrators, agents, and assigns and shall survive the completion of the Program and the termination of this Agreement.

3. **Rules and Requirements.** I acknowledge the College has the right to terminate Participant's participation in the Program and require him/her to leave the College premises if it is determined that Participant's conduct is detrimental to or incompatible with the best interests, comfort, harmony or welfare of the other participants in the Program or my conduct violates any rule of the Program or the College policies and procedures.

4. **Property Damage.** If Participant damages property belonging to the College or any other facility providing service to the Program or belonging to any individual associated with any of the foregoing, I agree to indemnify the injured party, regardless of whether the loss of damage arises out of the joint or concurrent negligence of any other party.

5. **Severability.** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**I HAVE READ THIS RELEASE AND WAIVER AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY AND AN AGREEMENT TO INDEMNIFY THE COLLEGE. I SIGN THIS DOCUMENT FREELY INTENDING TO BIND MYSELF.**

Name of Participant (Please print legibly)

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Signature of Participant or Parent/Guardian (If participant is under 18 years old)

Date

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Print Participant or Parent/Guardian Name (Please print legibly)

Date

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