

THE CLAYTOR NATURE CENTER OF UNIVERSITY OF LYNCHBURG RELEASE AND COVENANT NOT TO SUE

This is a legally binding release and covenant not to sue University of Lynchburg. In consideration for receiving permission to participate in a **Claytor Nature Center of University of Lynchburg** sponsored program, I, the visitor signed below, am freely and voluntarily entering into this release and covenant not to sue.

ACKNOWLEDGMENT OF RISK

I fully recognize that there are dangers and risks to which I may be exposed by participating in program activities such as those offered by University of Lynchburg. The following are examples of possible risks and dangers but are not limited to: fallings, slipping, crashing, colliding that may result in accidents, injuries, or any other unforeseen incidents that may occur during this event. I also realize that participation in an activity can result in personal injury, accident, or illness, including but not limited to insect bites and stings, animal bites, strains, sprains, broken bones, paralysis, dismemberment, or death. Furthermore, activities in which I participate may expose me to the novel coronavirus, SARS-CoV-2. I should ask about other potential hazards and recommended precautions and procedures directly related to the activities I will be participating in. I understand that University of Lynchburg does not require me to participate in this activity, but I want to do so despite the dangers and risks and despite this release and covenant not to sue.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I therefore agree to assume and take on all of the risks and responsibilities in any way associated with this activity. In consideration of and return for being permitted to participate in this activity, and for the services, facilities and other things provided to me by Lynchburg College in this activity, I HEREBY RELEASE UNIVERSITY OF LYNCHBURG (and its trustees, employees or agents) FROM ANY AND ALL LIABILITY, CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO ME, FROM MY DEATH OR FROM DAMAGE TO MY PROPERTY IN CONNECTION WITH THIS ACTIVITY. I UNDERSTAND THAT THIS RELEASE AND COVENANT NOT TO SUE COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURE TO ACT OF UNIVERSITY OF LYNCHBURG (or its trustees, employees or agents), INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE BY UNIVERSITY OF LYNCHBURG.

RELEASE

I recognize that this release and covenant not to sue means I am giving up, among other things, rights to sue University of Lynchburg for injuries, damages or losses that I may incur. I also understand that this release binds my heirs, executors, administrators and assigns as well as myself.

Additionally, I hereby agree to abide by the following guidelines:

1. Each participant is responsible for following the rules and regulations outlined for each event.
2. No alcohol or recreational drugs are permitted.
3. All other University of Lynchburg rules and regulations apply to this program.

By registering for this event, I acknowledge that I have read this entire release and covenant not to sue, I fully understand it, and I agree to all of the terms and conditions as stated herein, including my responsibility to follow the stated rules.