



JOHN CABOT UNIVERSITY ATHLETICS

Liability Disclaimer for Athletics Activities and Intramural Tournaments

1. By participating in the Athletic Tryout and Intramural Tournaments, the individual, group, organization, business, spectator, or other, does hereby release discharge the ASD Stone Tower and John Cabot University and its officers, board, and employees, jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the the Athletic Tryout and Intramural Tournaments.
2. I agree to provide John Cabot University Inc. with a report of a Physical Examination that I have received within the last 12 months prior to the athletic, active, or tryout activity. I agree that if I have not had a physical examination in the required time, I will receive a physical examination and receive a full report on the physical examination from a local doctor. I understand that my participation in any active activity sponsored by John Cabot University Inc. or one of its affiliates may be revoked or cancelled without proper documentation reflecting my physical examination.
3. I understand that in order to participate in the Athletic Tryout, Intramural Tournaments, athletic events, or active events, I must sign and return this Liability Waiver Form.
4. This release extends and applies to, also covering and including, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or state providing substance that releases shall not extend to claims, demands, injuries, or damages which are known or unsuspected to exist at this time, to the person executing such release, are hereby expressly waived.
4. I hereby agree on behalf of my heirs, executors, administrators, and assigns, to indemnify the ASD Stone Tower and John Cabot University and its officers, board and employees, joint and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the Athletic Tryout and Intramural Tournaments
5. It is further understood and agreed that participation in the Athletic Tryout and Intramural Tournaments is not to be construed as an admission of any liability and acceptance of assumption of responsibility by the ASD Stone Tower and John Cabot University, its officers, board, and employees, jointly and severally, for all damages and expenses for which the ASD Stone Tower and John Cabot University, its officers, board and employees, become liable as a result of any alleged act of the parade participant.
6. I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE the John Cabot University /Athletics Department/ ASD Stone Tower, or any of their officers, agents, employees, coaches, assigns, affiliates, or independent contractors (the "Released Parties"), from or for any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including, but not specifically limited to any and all negligence, fault, or strict liability of any of the Released Parties for any and all injury, death, illness, or disease, and damage to myself or to my property.
7. I FURTHER AGREE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this activity.



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8. I FURTHER AGREE AND COVENANT NOT TO USE, assert, or otherwise maintain any claim against ANY OF THE RELEASED PARTIES, for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by spectators or other third parties.

9. IN ACKNOWLEDGING THIS RELEASE, I FULLY RECOGNIZE THAT IF ANYONE IS HURT /DIES, OR PROPERTY IS DAMAGED, WHILE I AM ENGAGED IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

ASSUMPTION OF RISK:

- a. I am aware of the rights, responsibilities and risks related to my participation as a student at JCU, living in Rome and traveling in Italy, Europe, and beyond.
- b. JCU has full third-party liability insurance for any accidents, injuries, or damages suffered by a Student as a result of negligence on the campus or in University owned real property.
- c. I understand and acknowledge that JCU will not be responsible for any injury or damage that is beyond their control or occurs outside of campus or University grounds.
- d. All JCU students acknowledge the potential risk of exposure to COVID-19 in Italy. Furthermore, residents acknowledge that residing in JCU Housing or using JCU facilities does not per se exempt them from risk of exposure to COVID-19. The University is committed to monitor and remain compliant, to the best of our abilities, with the mandates of the Italian authorities as it relates to public health and safety. All JCU students are expected to comply with Italian government issued public health and safety guidelines at all times, as well as rules and expectations for behavior as mandated by JCU, such as face-mask usage, hand-washing, social distancing, and urgent health need reporting procedures. Students who are aware of non-compliant behavior that risks the safety of the JCU community, whether related to COVID-19 or not, should report these concerns to a JCU administrator immediately.

Name of Individual Responsible: _____

Intramural Tournament: _____

by my signature, I acknowledge that I have read, understood and agreed to above Liability Disclaimer for Gym and Assumption of Risk conditions.

Signature:_____ **Date:**_____

By virtue of articles 1341 and 1342 of the Italian "Codice Civile", I hereby confirm that I have fully understood and therefore agree to clauses # 1,2,3,4,5,6,7,8,9 of the Liability Disclaimer for Athletics Activities and Intramural Tournaments

Signature:_____ **Date:**_____

All participants must complete this Liability Disclaimer to be eligible to participate in the Athletic Tryout and Intramural Tournaments.

Return completed form to the John Cabot University Athletics Staff