

Kean University
Release and Indemnification Agreement

In the event that I, _____, (Print Name) incur any physical or emotional injury or illness, or loss or damage to personal property of any kind during my participation in the Crush Volleyball Program, I agree that State of New Jersey, New Jersey Educational Facilities Authority, Kean University and/or any trustee, director, officer, agent, employee, member, volunteer or any other representative of the State of New Jersey, New Jersey Educational Facilities Authority, Kean University and/or any respective successors or assigns of the State of New Jersey, New Jersey Educational Facilities Authority and/or Kean University (collectively, "Kean") shall not be liable for any such loss, damage, injury, injury or claim of any kind.

Further, I hereby waive all claims and demands against Kean and each of them for any loss, damage, injury (including death), or claim of any kind arising from, related to or caused by my participation in the above-referenced activity and agree to indemnify, defend and hold harmless Kean from all loss, liability, damages, costs and expenses (including actual attorney's fees) arising from or related to same. In addition, I agree that if any other person should assert such a claim arising from my connection with this activity, that I will substitute myself in place of Kean as the party against whom the claim is to be pursued and that I will pay all damages and costs resulting from such a claim, and that I will indemnify or reimburse Kean in connection with that claim.

This release and indemnification agreement is intended to be as broad and as inclusive as permitted by the laws of the State of New Jersey, United States of America and shall be binding on my heirs, executors, administrators and assigns. If any portion of this release and indemnification agreement is declared invalid, the undersigned agrees that the balance will continue to be applicable.

This release and indemnification agreement has been carefully read by the undersigned and the contents of this document are understood by the undersigned. The undersigned is aware that important rights are being released and given up and that the release and indemnification agreement was signed voluntarily.

THIS DOCUMENT INCLUDES A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

Participant Name (Print): _____

Signature: _____ Date: _____

I certify that I am the parent or legal guardian of the above participant, that I have read the foregoing agreement. I join in each and every part of the release and waiver (including such parts as may subject me to personal financial responsibility for the participant), and release any claim that I may have against Kean, both on my own behalf and in my capacity as legal representative of the participant, including without limitation any claim arising as a result of the participant's leaving the supervision of Kean.

Name of Parent or Guardian (Print): _____

Signature: _____ Date: _____

***If under 18 years of age, Parent or Guardian's signature is required**