



Nichols College

*Learn. Lead. Succeed.*

**RELEASE FROM LIABILITY/COVENANT NOT TO SUE**

In consideration for Nichols College allowing me to drive vehicles owned by the College including but not limited to, all travel, overnight trips and stays and other off-campus events or happenings related to such participation (collectively, the "Activity"), I hereby forever remise, release, acquit, discharge, covenant not to sue and covenant to hold harmless Nichols College, its trustees, officers, directors, principals, attorneys, faculty, employees, agents, representatives subsidiaries, affiliates, predecessors, successors and assigns (collectively, the "Released Parties") from any and all actions, causes of action, liabilities, claims, damages, costs, expenses, injuries, (personal or otherwise) and losses whatsoever of every name and nature, both in law and in equity, known or unknown, that I have or may hereafter acquire arising out of or related in any way to my participation in the Activity including but not limited to, any and all claims and injuries, personal or otherwise, arising from, related to or connected with any negligent act by any of the Released Parties and any and all claims and injuries, personal or otherwise, attributable in whole or in part to my participation in the Activity, including traveling to, training for, being coached in, using equipment for or participating in the Activity. I further agree to indemnify and hold harmless the Released Parties from and against all actions, causes of action, liabilities, claims, damages, costs and expenses (including but not limited to attorney's fees) injuries (personal or otherwise) and losses whatsoever in any way, in law or equity, arising out of or related to my participation in the Activity.

I recognize that there are risks and hazards that may, directly or inherently, be involved in this Activity with the potential to cause injury. I do not have any physical limitations, medical ailments or physical or mental disabilities that would limit or prevent me from participating, and, if required I will obtain a medical examination and clearance prior to participating in the Activity. I acknowledge that I have had the opportunity to ask any and all questions related to the Activity and to this Release from Liability/Covenant Not to Sue with full knowledge of the facts and circumstances surrounding the Activity agree to all the terms contained herein.

I further understand that Nichols College is not responsible for and does not assume liability for my actions while participating in the Activity and that Nichols College does not have, and will not have, any obligation to pay me or to reimburse me for any legal fees that I might incur as a result of my actions in connection with the Activity.

I, the undersigned, represent and warrant to Nichols College that I have read this Release from Liability/Covenant Not to Sue and understand all of its terms.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Cell Phone #

\_\_\_\_\_  
Print Name