

ASSUMPTION OF RISK AND WAIVER OF LIABILITY (“Release”)

READ BEFORE SIGNING

ACTIVITY: Meet the Bearcat

LOCATION: NVC 1-107

DATE(s): October 20, 2026

In consideration of being allowed to participate in the Activity described above, I acknowledge and agree as follows:

ASSUMPTION OF RISK

1. I understand that participation in the Activity involves strenuous physical activity and therefore includes inherent risks. These risks can range from a) minor injuries such as bruises and strains, to b) major injuries such as broken limbs, loss of sight, neck or back injuries, heart attacks and concussions, to c) catastrophic injuries, including paralysis and death, and also include risks of damage to or theft of personal property, and risks involved in traveling to and within, and returning from, site(s) of the Homecoming Week – Meet the Bearcat activities. I understand that there may be other risks not known or reasonably foreseeable.

2. I VOLUNTARILY ACCEPT AND ASSUME ALL OF THE RISKS IN PARTICIPATING IN THE ACTIVITY.

3. I am not aware of any physical or health condition that would prevent me from safely participating in the Activity.

4. My participation in the Activity is voluntary.

WAIVER OF LIABILITY

5. I, for myself and on behalf of my family, heirs and personal representative(s), HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Office of Student Life of Baruch College, The City University of New York, the City of New York, the State of New York, and the officers, directors, employees, representatives, agents and affiliates of any and all of them (“Released Parties”) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER arising out of or related to any loss, damage or injury (including death) to me or others, or to any property belonging to me or others, caused by, deriving from, or associated with my presence at, participation in, or travel to or from the Activity, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, directors, employees, representatives, agents or affiliates of any of the Released Parties.

6. ☐ I am 18 years old or older.

7. I agree that this Release be construed in accordance with New York law. I agree that this Release will be binding to the fullest extent permitted by such law. If any part of this Release is held to be unlawful, that part will be limited only to the minimum extent necessary to comply with the law, and the validity of the remaining parts will not be in any way affected.

I HAVE READ ALL OF THIS RELEASE AND I FULLY UNDERSTAND IT. I AM VOLUNTARILY SIGNING THIS RELEASE WITH THE INTENTION TO BE BOUND BY ITS TERMS. NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS NOT CONTAINED IN THE RELEASE HAVE BEEN MADE TO ME BY ANY OF THE RELEASED PARTIES.

Print Name

Sign Name

EMPLID ID

Date

Under 18/Signature of Parent/Guardian _____