

**RELEASE OF LIABILITY**  
**READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS**

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In exchange for participation in the activity of venipuncture and skin sticks organized by Belmont College, of 68094 Hammond Rd. St. Clairsville, Ohio 43950, and/or use of the property, facilities, and services of Belmont College, I, \_\_\_\_\_ agree to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Belmont College, or the employees, representatives, or agents of Belmont College.
- 2. ASSUMPTION OF RISK.** I recognize that there are certain inherent risks associated with the above-described activity and I hereby voluntarily assume all risks of personal injury, damages, or loss to myself arising out of my participation in the above-described activity.
- 3. WAIVER OF LIABILITY.** In consideration of being permitted to participate in the above-described activity, I, for myself, and my heirs, personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue Belmont College, its officials, employees, and agents from liability from any and all claims due to negligence or accident resulting in personal injury or illness (including death), and property loss arising from my participation in the above-described activity caused by the fault of myself, Belmont College, or other third parties, such as my fellow students and/or course faculty.
- 4. INDEMNIFICATION.** I agree to indemnify and hold harmless Belmont College, its officials, employees, and agents against any and all claims, causes of action, damages, judgments, costs, or expenses, including, but not limited to, attorney's fees or other litigation costs, arising out of the above-described activity.
- 5. FEES.** I agree to pay for any and all damages to the facilities of Belmont College caused by any negligent, reckless, or willful actions by me.
- 6. APPLICABLE LAW.** Any legal or equitable claim that may arise from my participation in the above-described activity shall be resolved under Ohio law.
- 7. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
- 8. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- 9. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
- 10. EMERGENCY CONTACT.** In case of emergency, please call \_\_\_\_\_ (Relationship: \_\_\_\_\_) at \_\_\_\_\_ (day) or \_\_\_\_\_ (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

By: \_\_\_\_\_

Date: \_\_\_\_\_