

APPENDIX B

NAVAL ROTC MILITARY EXCELLENCE COMPETITION Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I, the undersigned Participant, wish to participate in the activities at a Naval ROTC Military Excellence Competition ("Competition") and other adjunct activities such as a 5K Run and Basketball Tournament ("Activities") scheduled to take place on Villanova University's campus on or about April 7, 2017 to April 9, 2017.

Assumption of Risks: I acknowledge that my participation in the Competition and Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries (including, without limitation, injuries that might be incurred in falling, slipping, tripping, crashing and colliding and contact with equipment, buildings, other individuals, the ground, and objects on or around the site and risks of drowning in the swimming pool). The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. **I know, understand, and appreciate these and other risks that are inherent in the Competition and Activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Waiver: In consideration of being permitted to participate in any way in the Competition and Activities, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue Villanova University and its respective governing boards, officers, employees, agents and assigns from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Competition and Activities.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Villanova University HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Competition and Activities, and to reimburse them for any such expenses incurred.

Other Conditions: I will engage in the Competition and Activities in a prudent and cautious manner. I will not (i) act in any way which interferes with the lawful running of the Competition and Activities; (ii) engage in any type of conduct causing injury to any person; or (iii) consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Competition and Activities. I certify that I have no physical, mental, psychological or medical condition that would prohibit me from participating in the Competition and Activities, and that I have adequate insurance to cover any medical expenses for injuries that may arise out of the Competition and Activities. I hereby authorize Villanova University, or its staff or volunteers, at their discretion, to obtain whatever medical treatment they deem necessary for my welfare. I understand that I will be financially responsible for all charges and fees incurred in the rendering of said emergency treatment, regardless of whether or not my medical insurance would cover such charges and fees.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I represent that I am over 18 years of age.

Signature

Date

Printed Name