

New Jersey Institute of Technology
Waiver of Liability, Assumption of Risk and Indemnity Agreement
Photo and Ad Publicity Media Release

Consideration: In consideration of being permitted to participate in any way in the _____ program, hereinafter called "Activity", I, for myself, my heirs, personal representative or assigns, do hereby waive liability, release and forever discharge NJIT, its officers, agents, trustees, or employees from any and all demands, rights, and causes of action of whatever kind or nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my voluntary participation in or in any way connected with the Activity.

Assumption of Risk: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks range from (1) minor injuries such as scratches, bruises, and cuts; (2) major injuries such as eye injury or loss of sight, joint or bodily injuries; and (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I acknowledge, know, understand and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I further agree to indemnify, defend, and hold harmless NJIT, its officers, agents, trustees, or employees from any and all liabilities, damages, claims, lawsuits, attorneys' fees, and actions of any kind for any damage or injury arising out of my participation in the Activity, including any damage, loss or injury caused by any act or omission on the part of NJIT. Severability: I also agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. I certify that I am _____ years of age and suffering under no known legal disabilities; 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.

Photo/Media Release: I hereby freely and irrevocably grant to NJIT and its authorized employees and agents, the absolute right and permission to copy, exhibit, copyright, use, take, distribute and/or publish my photographic likeness, name, voice, and/or image made in relation to my participation in the Activity in photographs, video and in any and all other media, in which I may be included in whole or in part, or in composite form in conjunction with my name and other identifying information, or reproductions thereof in color or otherwise, made through any media for art, print, web, social media, advertising, film, telecast or any other lawful purpose whatsoever.

I also grant NJIT the same right and permission to use written or verbal statements or testimonials made by me. It is understood that no compensation has been paid and that no fee or compensation shall be due to me for my giving permission for use of my photographic image, likeness, name, or voice.

I hereby hold harmless and release and forever discharge NJIT, its officers, and employees from all claims, demands and causes of action which I, my heirs, representatives, executors, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Signature of Participant

Print Name of Participant

Date

Age

Signature of Parent/Guardian of Participant
if Participant is a Minor

Print Name of Parent/Guardian

Date