VILLANOVA UNIVERSITY

INTERCOLLEGIATE IRISH DANCE FESTIVAL
WAIVER, RELEASE, AND INDEMNITY AGREEMENT

This Waiver, Release, and Indemnity Agreement is executed by _____ ("Participant"), as current student at _____ [Name of School] and given to Villanova University ("University").

Participant, intending to be legally bound hereby, agrees as follows: Participant has voluntarily chosen to perform in the University's Intercollegiate Irish Dance Festival to take place in the Dixon Center at the University on December 5, 2026 (the "Activity"). Participant understands and agrees that there may be health and safety hazards (including, without limitation, falling; slipping; tripping; crashing and colliding with the ground or other participants; abnormal blood pressure; fainting; dizziness; disorders of heart rhythm; exposure to communicable and/ or contagious viruses, infections, diseases, illnesses, epidemics, or pandemics (including without limitation COVID-19)) and risks of personal injury that may range from minor injuries (such as scratches, bruises, cuts, sprains, and strains; dental or mouth injuries) to major injuries (such as muscle, joint, ligament, tendon, bone, back, eye (including blindness), or ear (including deafness) injuries; heart attacks; strokes; concussions) to catastrophic injuries (such as serious head or spinal injuries and paralysis); temporary to long-term autoimmune conditions, health effects, symptoms, syndromes, and conditions; death; and/ or property damage associated with the Activity, and Participant knowingly assumes such risk.

Further, Participant fully understands and acknowledges that the University cannot control the conditions of off campus destinations where the Activity takes place, and Participant understands and acknowledges that risks and dangers may be caused by the negligence (whether characterized as gross or otherwise) of the employees, officers or agents of the University; the negligence (whether characterized as gross or otherwise) of other participants or others; accidents; the forces of nature or other foreseeable or unforeseeable causes. Participant hereby voluntarily assumes all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence (whether characterized as gross or otherwise) or other conduct of the agents, officers, employees of the University, or by any other person or entity.

Participant understands that the University's property insurance only covers property that is owned by the University. Participant further understands that the University's property insurance **does not** cover loss, damage, or theft of Participant's personal property. Participant accepts all risks of personal property loss, damage, or theft of personal property related in any way to the Activity, including but not limited to personal property left in a vehicle owned, leased, or rented by the University, and understands that the University will not be responsible for such loss, damage. or theft.

Participant certifies that Participant has no physical, psychological, or medical condition that would preclude or restrict Participant's participation in the Activity or increase the risk to Participant or other participants participating in the Activity, and that Participant has adequate health insurance protection to cover the expense of any unforeseen accident, illness, or injury. Participant understands that the University does not carry insurance that would respond to any illness or injury sustained by Participant during the Activity. In addition, the University is not responsible for any medical bills, including without limitation copays and deductibles, the Participant may incur in connection with Participant's participation in the Activity. Subject to ADA requirements, Participant recognizes that the University is not obligated to attend to any of Participant's medical or medication needs, and Participant assumes all risk and responsibility, therefore. Participant agrees to only participate in the Activity for the length of time that Participant is comfortable, can accomplish the Activity safely, and is within Participant's ability and skill level. Participant will immediately end participation and seek medical attention if Participant becomes injured or ill during the Activity. Participant will immediately seek medical attention and inform the coach, if Participant experiences any symptoms of a concussion (e.g., headache, irritability, loss of consciousness, amnesia, sensitivity to light and sound, drowsiness, slowed cognitive function, balance issues or emotional changes) during or following participation in the Activity. If Participant experiences any such symptoms, Participant agrees to be evaluated at the University's Health Center, and spend the night at the University's Health Center for observation. If Participant is diagnosed with a concussion, Participant is prohibited from and will not participate in the Activity until Participant has been evaluated by a physician and has received medical clearance and release from the physician clearing Participant to return to participation in the Activity. Participant must provide a copy of the medical clearance and release to the coach prior to returning the participation in the Activity.

Participant will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Activity. Participant authorizes the University, at the University's sole discretion, to administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR), defibrillation, and transportation to a hospital whether in an ambulance or otherwise). However, Participant acknowledges that representatives of the University may not be present or may not elect or be able or competent to administer or seek such aid, services, or transportation.

Participant will engage in the Activity in a prudent and cautious manner. Participant hereby covenants and agrees not to (i) act in any way which shall interfere with the lawful running or operation of the Activity or equipment used in connection with the Activity or (ii) engage in any harmful conduct or willfully or negligently engage in any conduct which contributes to or causes illness or injury to any person. Participant understands and agrees that Participant shall abide by: (i) all policies, rules, and regulations of University, including the Villanova University Code of Conduct, and (ii) all rules, directions, precautions, and guidelines issued by University or its representatives; by any associated individuals,

Participant's Name: _____ **Participant's Initials:** _____

institutions, or organizations; local governmental authorities; the Commonwealth of Pennsylvania; or by the United States Government. Participant agrees that Participant will follow all instructions and wear all necessary, recommended, and appropriate protective gear and equipment. Participant will take good care of any equipment used for the Activity. Participant may be expelled from the Activity for violation of these codes or policies and/or for misconduct, as well as subject to sanction under the University's policies.

The University has the right to expel Participant for inappropriate conduct or other behavior by Participant deemed detrimental to other participants or the best interests of the Activity or make cancellations, substitutions or changes in case of emergency, changed conditions, health and safety considerations, or in the interest of the Activity, in its sole discretion. In such case, the University will not be liable for any fees or expenses incurred by Participant. If Participant leaves or is expelled from the Activity for any reason, there will be no refund of fees already paid. Participant agrees to be responsible for any and all costs arising from voluntary or involuntary withdrawal from the Activity prior to its completion, including withdrawal caused by illness or disciplinary action.

Participant grants permission for the use of and hereby fully releases the use of Participant's image in any photographs, recording (including video and/ or sound), or other media containing Participant's image ("Images") made in connection with the Activity to the University. The Images may be used without restriction for the benefit of the University in any and all publications or media, in any form, including on any of the University's web sites or social media sites, without further consideration, and Participant acknowledges the University's right to so use the Images at its discretion. Participant understands that all rights to the Images belong exclusively to the University including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints of the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of the following rights in the Images: publication and sale of the Images in clothbound and paperback books; publication and sale of the Images in cards, posters, pictures, brochures, dramatic motion picture, video, DVD (sight and sound), broadcast (television) and electronic, mechanical or visual reproduction rights (including intranet, internet, microfilm and computer) and admissions materials; and any and all future and other rights not specifically enumerated for the benefit of the University. The above statement of release also covers the use of any quote and/or testimonial given by Participant during or about the Activity.

In the event Participant chooses to participate in any independent travel or extracurricular activities before, during or after the Activity, Participant acknowledges that these activities are not sponsored by the University and that Participant is undertaking them at Participant's own cost, risk, and responsibility. Participant agrees to release the University, its Board of Trustees, officers, agents and employees from any and all claims arising out of or in any way connected with such independent travel or extracurricular activities, including, but not limited to any transportation or travel to or from such activities.

Participant acknowledges that the University's insurance does not cover automobile liability or damage in conjunction with the use of personal automobiles, even if such use is for travel to and from the Activity. If Participant will be driving a personal automobile in conjunction with the Activity, Participant certifies that Participant has adequate auto insurance coverage, including liability coverage for injury or property damage and damage to the personal vehicle, to cover the expense of any accident or injury resulting from the use of Participant's personal vehicle in conjunction with the Activity, and understands that Participant is responsible for any cost, including deductibles, in any way resulting from the use of a personal vehicle. If Participant will be a passenger in a personal vehicle in connection with the Activity, Participant understands that any claims for property damage or personal injury related to travelling in the personal automobile will be the responsibility of the auto insurance covering the personal vehicle or the owner/ driver of the personal automobile.

Participant agrees that Participant is solely responsible for Participant's own travel arrangements to and from off campus destinations should Participant fail to arrive on time for the transportation departures.

In consideration of participating in the Activity, in full recognition and appreciation of the dangers and hazards inherent in participating in the Activity, Participant hereby agrees to assume all of the risks and responsibilities surrounding participation in the Activity. Further, PARTICIPANT, FOR PARTICIPANT'S SELF, HEIRS, AND PERSONAL REPRESENTATIVE(S), HEREBY AGREES TO DEFEND, HOLD HARMLESS, INDEMNIFY, RELEASE, AND FOREVER DISCHARGE THE UNIVERSITY, ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND ACTIONS OR CAUSES OF ACTION, ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY, LOSS OF PERSONAL PROPERTY, OR PERSONAL ILLNESS OR INJURY, INCLUDING DEATH, WHICH MAY RESULT FROM SUCH PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS BASED UPON THE NEGLIGENCE OF THE UNIVERSITY (WHETHER CHARACTERIZED AS NEGLIGENCE OR GROSS NEGLIGENCE), ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS.

This Waiver, Release, and Indemnity Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of law provisions, and if any portion is held invalid or unenforceable, the balance continues in full force and effect. Except as stated in the preceding sentence, the language of all parts of this Waiver, Release, and Indemnity Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Participant or the University.

Participant certifies that Participant has read and understands the above statements and that they are true and accurate, and that the signing of this Waiver, Release, and Indemnity Agreement is completely voluntary.

Participant's Signature: _____ Date: _____
(Please sign in ink. Typed signatures are not acceptable.)

Printed Address: _____ Banner ID: _____

Participant's Emergency Contact Printed Name: _____

Relationship to Participant: _____ Participant's Emergency Contact Phone Number: _____

If Participant is under the age of 18 years, signature of parent or legal guardian is required.

Parent/ Legal Guardian's Printed Name: _____

Participant's Name: _____ **Participant's Initials:** _____

Parent/ Legal Guardian's Signature: _____ Date: _____

(Please sign in ink. Typed signatures are not acceptable.)

Participant's Name: _____ **Participant's Initials:** _____