

**Clemson University**  
**Waiver and Release of Liability and Assumption of Risk**

I, \_\_\_\_\_, acknowledge that I am a volunteer at Clemson University (UNIVERSITY). I would like to participate in the following ACTIVITY: volunteering at the South Carolina Botanical Garden which is sponsored/organized by the South Carolina Botanical Garden.

In consideration for being allowed to participate in this ACTIVITY, I the undersigned, acknowledge, covenant, and agree for myself, my heirs, executors, administrators and assigns that:

1. There are inherent risks involved with this ACTIVITY, including but not limited to, equipment hazards and injury from physical exertion, such as, cuts and bruises, strains, muscle aches, and the potential for exposure to insects and hazardous plant material. I choose to voluntarily participate in this ACTIVITY and to the maximum extent allowed by law, I assume all risks for any and all loss, personal injury or property damage, including death, and including those arising from the negligence of others, which may be sustained by me because of my participation, while using the premises, using equipment, or otherwise participating in the ACTIVITY.
2. I understand and acknowledge that I am solely responsible for any medical or other costs arising out of any bodily injury, illness, or property damage sustained by me because of or arising out of my use of UNIVERSITY facilities, equipment, and/or participation in such ACTIVITY.
3. I understand that this ACTIVITY is [may be] physically strenuous and I know of no medical reason why I should not participate. I understand that it is advisable to obtain an examination by a physician prior to engaging in any physical activities.
4. I understand that my participation is completely voluntary and that I will receive no benefits or compensation for voluntary participation in the ACTIVITY and at no time am I considered to be an employee of UNIVERSITY.
5. I hereby for myself and my heirs, executors, administrators and assigns release, waive, and forever discharge Clemson University and its Board of Trustees, its officers, agents, employees and representatives (RELEASEES) from any and all claims, demands, liabilities, rights and causes of action of whatever kind or nature, arising out of or related to any injury or illness, including death, that may be sustained by me, or loss or damage to any property belonging to me, whether caused by the negligence of RELEASEES, or otherwise. I also agree to indemnify and hold harmless the UNIVERSITY and RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my negligent or intentional act or omission while participating in this ACTIVITY.

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS TO BE A WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK. AFTER CAREFUL CONSIDERATION, I SIGN THIS DOCUMENT VOLUNTARILY AND NO INDUCEMENTS OTHER THAN THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE. I CONFIRM I AM 18 YEARS OF AGE OR OLDER AND UNDER NO LEGAL CONSTRAINT OR IMPEDIMENTS. IF UNDER 18 YEARS OF AGE, PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST ALSO SIGN AND ACKNOWLEDGE.

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Date

**If participant is under the age of 18, his or her parent or legal guardian must also sign:**

I, \_\_\_\_\_, am the parent or legal guardian of the participant who has signed above. I have read and I understand the Provisions of this document, I consent to the participant taking part in the ACTIVITY described above, and I fully enter into and agree to the above Waiver and Release of Liability and Assumption of Risk. Participant is under no legal constraint or impediments that would otherwise impact participation in this ACTIVITY.

\_\_\_\_\_  
Parent or legal guardian signature

\_\_\_\_\_  
Date