



# Release from Liability Regarding Disability Insurance

I, \_\_\_\_\_, an enrolled student-athlete at the University of Pittsburgh, acknowledge and agree to the following:

- This is a legally-binding Release, Waiver, Discharge and Covenant Not to Sue made by me, to the University of Pittsburgh – Of the Commonwealth System of Higher Education (“University”) and to others.
- I understand that I have the opportunity to apply for and purchase, or to have purchased on my behalf, one or more insurance policies with coverage for Permanent and Total Disability, Critical Injury and Critical Illness, and/or Loss of Value (each, a “Policy,” and collectively, the “Policies”).
- I understand that the University; its Department of Athletics; its consultant, Protection Consultants, Inc.; and independent consultant, David Brookbank (each, a “Releasee,” and collectively, the “Releasees”) do not endorse any insurance company, insurance carrier, cover-holder or broker regarding disability coverage for student-athletes enrolled at the University.
- I understand that any Policy which I may apply for, purchase, or which may be purchased on my behalf as an enrolled student-athlete at the University has no financial benefit payable to the University or any other Releasee.
- I understand that any Policy costs, including but not limited to premiums and loan repayment of premiums, made on my behalf by the University, may be taxable to me as income in the year such payments are made.
- I understand that any taxes due on premiums or loan repayment of premiums paid on my behalf by the University are my responsibility.
- I understand that any decision made regarding the purchase of any Policy is solely my decision and such decision has no effect on my status as a University student-athlete.
- I UNDERSTAND THAT THE UNIVERSITY AND RELEASEES, DO NOT IMPLY, WARRANT OR GUARANTEE THAT ANY BENEFIT FOR THE POLICIES, WHICH I MAY PURCHASE AND/OR MAY BE PURCHASED ON MY BEHALF, WILL BE PAID.
- I understand that the Policies may have a very unlikely incidence of payment and that I am applying for coverage which may not pay a claim even in the event that I suffer an accident which leads to bodily injury, or develop an illness or sickness within the policy period.
- I understand that, in the event of a claim made under a Policy, I may be required to furnish all information as required by the insurance contract in order to file a claim and receive payment. I understand that by filing a claim with the insurance company, I have the right to utilize/contract with an independent consultant to assist with claims processing and payment. I understand that I am responsible for the consultant’s hourly rates and fees for such work should I choose to hire such an individual to assist with a claim filing and payment.
- I hereby release and hold harmless the University and all Releasees from/for all claims related to the Policies, their issuance, their costs, and their payments, including but not limited to:
  - Any and all information provided to me regarding the Policies and their respective coverage;
  - The entire application process for insurance Policies and all information provided therein, including but not limited to use and disclosure of personal or identifiable information;
  - Any denial of coverage;
  - Any purchase of insurance;
  - Any taxes resulting from the payment of premiums or loan repayment premiums made on my behalf;
  - Any claim payment, any denial of claim payment, or any failure to make any claim payment;

\_\_\_\_\_  
Student-Athlete Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date