University of Saint Francis

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

For Participants age 18 and over please fill out section 1 and leave section 2 blank. For Participants under the 18 please leave section 1 blank and fill out section 2. Section 3 will apply to all Participants.

1) I, (name of participant) ____________________________, request that I be allowed to participate in the (activity) ____________________________ on ____________________________ (date). ____________________________ (the Trip).

2) I (name of parent/custodial parent/legal guardian of participant under age 18) ____________________________, the parent/custodial parent/legal guardian of (name of participant) ____________________________, request that my child be allowed to participate in the (activity) ____________________________ on ____________________________ (date) ____________________________ (the Trip).

3) I understand that as part of the Trip, I, or my child, may travel off of University of Saint Francis property to a designated destination using various modes of transportation, travel back to the University of Saint Francis, (or other designated trip starting and ending point), or stay overnight in accommodations, and participate in various indoor and outdoor educational and recreational activities. I understand that such travel and activities may expose me, or my child, to certain associated risks in addition to those normally associated with a classroom environment, and understanding such risks, hereby consent to my, or my child’s, participation in all Trip activities. I agree and warrant that I, or my child, will examine and inspect each activity in which I, or my child, will take part as a participant and that, if I, or my child, observe any condition which I, or my child, consider to be unacceptably hazardous or dangerous, that I, or my child, will notify the proper authority in charge of said activity and will refuse to take part until the condition has been corrected to my, or my child’s, satisfaction.

I further understand that I, or my child, will be required to follow all rules of conduct for the Trip, all rules of the University of Saint Francis, and will abide by all rules, direction, and instructions received from any representative, agent, administrator, employee, or volunteer of the University of Saint Francis at all times.

In consideration of my, or my child’s, being permitted to participate in the Trip, on behalf of myself, or my child, my spouse, my personal representatives, heirs, and assigns, I hereby release the University of Saint Francis, its representatives, agents, administrators, employees, and volunteers from, and waive, any and all suits, actions, claims, judgments, liability for any injury, whether personal or property, that I, my child, my personal representative, estate, spouse, heirs, or assigns now have, ever had, or may have due to my participation in the Trip that are attributable to the fault of myself, my child, or any third party, and to the extent permitted by law, the University of Saint Francis, its representatives, agents, administrators, employees, and volunteers.

I understand that by signing the Release and Waiver of Liability, I give up substantial rights, and I herein represent that I have signed it freely and voluntarily, and that it constitutes a release and waiver of all claims of liability to the greatest extent permitted by law.

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University Sponsored Trip Policy
Risk and Safety Management Council
Approved: Dec. 6, 2012
University of Saint Francis
Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I agree to indemnify and hold harmless the University of Saint Francis, its representatives, agents, administrators, employees and volunteers, from and against any and all loss, costs, damages or expenses, including but not limited to, attorney fees incurred by the University of Saint Francis arising out of any act by me or my child during my or their participation in the Trip.

(Print Participant’s Name)  ____________________________  (Print Parent/Custodial Parent/ or Legal Guardian of Participant Under Age of 18, If Applicable)

(Street Address)  ____________________________  (City, State, Zip)

(Primary Telephone Number)  ____________________________  (Signature of Participant/Parent/Custodial Parent or Legal Guardian)

PRIMARY EMERGENCY CONTACT INFORMATION

NAME: __________________________________________ RELATIONSHIP TO PARTICIPANT: __________________________

PHONE NUMBER(S): __________________________

SECONDARY EMERGENCY CONTACT INFORMATION

NAME: __________________________________________ RELATIONSHIP TO PARTICIPANT: __________________________

PHONE NUMBER(S): __________________________

I agree to permit my or my child’s, photograph or likeness to be used by the University of Saint Francis for any legitimate purpose.

_____ (Initial to accept)