

Maryville University Assumption of Risk and Waiver For Participation in Student Activities Requiring Travel

I desire to travel in connection with the Maryville University ("Maryville" or "University") activity described below ("Activity"):

Purpose of Trip(s): _____

Date(s) of Travel: _____

Course/Activity: _____

I understand that Maryville University's ("Maryville" or "University") policies are in full effect for the entirety of my travel to/from, and during participation in the Activity. I acknowledge that I have received a copy of the policies and have agreed to abide by them. I further acknowledge that I am subject to local law and must obey all laws of jurisdictions where I may be in connection with travel to/from or participation in the Activity.

I acknowledge that the University has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates Maryville's policies or other rules of the Activity, or for any other reason in the University's discretion. I understand that in the event my participation is terminated for violating rules/laws, I will be responsible for all personal expenses thereafter, including return transportation, and I may be subject to discipline up to and including expulsion. There will be no refund of payment for participating in the trip, if any was required.

I understand that there are inherent risks in travel to/from and participation in the Activity. I acknowledge that some of these risks may not be foreseeable. I understand that these risks include but are not limited to unexpected costs/expenses, accident, mistake, crime, safety hazards, inadequate facilities/equipment/training, natural disasters, weather conditions, travel (including but not limited to travel by car, train, or airplane), and medical risks (such as physical injury, disease, and risks associated with negligent or unavailable/delayed medical treatment). I understand that I share in the responsibility for my own safety and the safety of others. I understand the travel relating to the Activity, or even participation in the Activity, could result in harm, injury, damage or loss to my property and/or body, including but not limited to paralysis, suffering and/or death.

I attest and verify that I am sufficiently emotionally and physically healthy to travel to and from the Activity and to participate in Activity. If I am or become physically or emotionally limited in my ability to travel to/from and/or participate in the Activity, I will personally contact the University employee responsible for the Activity and inform that employee of any limitations on my travel and/or participation. I acknowledge that it may be advisable in some instances to consult with a healthcare provider prior to traveling to/from and participating in the Activity with regard to my medical needs and necessary/recommended vaccinations and/or medications.

In the event of any medical emergency, I authorize the University, its directors, agents, employees, and/or volunteers, if present, (1) to consent to any medical, hospital, dental, or surgical test, diagnosis, care or treatment that University, its directors, agents, employees, and/or volunteers deem necessary for my safety and protection in the event that I am not able to do so, and (2) to administer emergency first aid, including cardiopulmonary resuscitation ("CPR"), that the University, its directors, agents, employees, and/or volunteers deem necessary for my safety and protection in the absence of immediately-accessible medical personnel. I understand and agree that University, its directors, agents, employees, and/or volunteers assume no responsibility for any injury or damage which might arise in connection with such authorized emergency medical consent or emergency first aid or CPR.

I acknowledge that I am responsible for the cost of any medical or emergency services I may incur as a result of travel to/from and/or participation in the Activity. I understand the limits of my health insurance, and acknowledge that it may be prudent for me to purchase additional insurance that covers me when I am travelling to/from and participating in the Activity.

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY:

In consideration for allowing me to travel to/from and participate in the Activity, I agree in advance to the following:

I voluntarily assume all risks associated with travel to/from and/or participation in the Activity.

I release, covenant not to sue, and forever discharge the University, its directors, agents, employees, and/or volunteers to the maximum extent permissible under the law, from any and all liability for any and all claims, demands, actions, costs or expenses, damages, attorneys' fees, or causes of action, known or unknown, incurred during or arising out of my participation in, attendance at, preparation for, or travel to/from the Activity; this includes but is not limited to claims for bodily injury, suffering or death and claims for property loss/damage. I further agree to save and hold harmless, indemnify, and defend the University, its directors, agents, employees, and/or volunteers from any claim by me or my family arising out of my travel to, preparation for, attendance at, or participation in the Activity.

I agree not to sue, seek judgment, or otherwise make any claim for damages or attorneys' fees against the University, its directors, agents, employees and/or volunteers for any liability arising from any injury or damage which may arise during or from my participation in, attendance at, preparation for, or travel in any way related to the Activity.

I understand and agree that this release and other agreements made in this document shall be binding on my heirs, family, successors, and assigns.

I agree that this document shall be construed in accordance with the laws of the State of Missouri, excluding its choice of law provisions so that issues are determined under the laws of the State of Missouri. If any provision of this document shall be held unenforceable, illegal, or in conflict with any governing law, the remaining portions shall not be affected.

By signing below, I indicate that I have read this document, had an opportunity to ask questions about it, and understand and agree with its contents. I am eighteen years of age or older, and I am competent to read and sign this Release; or if I am not eighteen years of age, my parent/guardian has signed below.

Print Name

Date

Student Signature

Student I.D. Number

If Student is under 18 years of age:

I am the parent or legal guardian of the student. I understand the legal consequences of signing this document, including (a) releasing the University, its directors, agents, employees, and/or volunteers from all liability on my and the student's behalf, (b) promising not to sue on my or the student's behalf, (c) and assuming all risks of the student's travel to, from, and during the Activity. I understand that I am responsible for the obligations and acts of student as described in this document.

I have read and understand this document and agree that it will legally bind me, my heirs, and my estate. I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Parent/Guardian Signature

Printed Parent/Guardian Name

Minor Student's Name

Date

Please return this form to: _____