

Waiver of Liability for Off-Campus Trips

I, (*print name*) _____, have independently investigated the nature of the trip I will take to (*place*) _____ during the (*month(s)*) _____, 20____ in order to participate in a study or project in association with Whitworth University.

In consideration of the university permitting me to participate in this activity, I hereby agree to the following terms and conditions for my participation:

1. I am an adult, 18 years of age or older.
2. I understand and acknowledge that travel entails various risks, including the risks of injury to or loss of property, personal injury and, in the worst case, death, whether from illness, accidents, terrorism, war or other causes. To the extent this study or project involves foreign travel; I also understand that travel advisories are available from the US State Department by calling (202) 647-5225 or online at <http://travel.state.gov/>.
3. I understand and agree that I am responsible for arranging my own health, accident and liability insurance. To the extent I have chosen to have such coverage, the insurers are identified on the Emergency Notification Form.
4. I understand and agree that Whitworth University and any and all of its personnel associated with the study or project in which I will participate have not and cannot make available to me, my family, or my heirs and assigns promises or guarantees with regard to my health and safety risks which I may incur as a result of my participation in the study or project.
5. As a condition of my participation in the study or project, I understand and agree that I hereby waive any and all claims arising out of, or in connection with, my travel to and from and/or my participating in this project or study that I, my family, my heirs or my assigns may otherwise have against Whitworth University and/or its personnel.
6. **I understand that if I am involved in an accident/incident and alcohol is involved, my health/travel insurance could be void. I also understand that pre-existing conditions and mental or emotional disorders may not be covered by my health/travel insurance.**
7. I also agree that this waiver shall be governed by Washington substantive law without regard to the principles of conflicts of law, and that any litigation related to the enforceability of this waiver or the _____ (*name of tour*), study or project in 20____ will be brought in the County of Spokane, State of Washington.

Date: _____

Signed: _____

EMERGENCY NOTIFICATION FORM

For: _____

- A. I hereby authorize the representative of Whitworth University to secure whatever treatment as deemed necessary, including the administration of anesthetic and surgery. In the event of an emergency during my (*place*) _____ trip, in (*month*) _____, 20____, please notify the following:

Name: _____

Relationship: _____

Address _____

Phone number: _____

- B. I am allergic to the following medications:

I require the following medications on a regular basis:

- C. To the extent that I have chosen to arrange for health, accident and/or liability insurance, the insurers are as follows:

	Insurer 1	Insurer 2
Type of insurance:	_____	_____
Name of Policyholder:	_____	_____
Insurance Co. Name:	_____	_____
Insurance Co. Address:	_____ _____	_____ _____
Phone Number:	_____	_____
Policy Number:	_____	_____
Policy Period:	_____	_____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I _____ (“Participant”) hereby acknowledge that I have voluntarily elected to participate in the _____ (name of Program), to be held in and around _____ (insert location), from _____ (insert date(s)). In consideration for being permitted by Whitworth University to participate in the program, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with University policies and procedures, including

_____ (specific policies for this program). I acknowledge that the University has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or for any other reason in the University’s discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program. I understand that as a participant in the Program, I will engage in physical activities during which I could sustain personal injuries, illness, property damage, or even death as a consequence of not only the University’s actions or inactions but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures and I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability or death that I may sustain by any means is my sole responsibility except for those occurrences due to the University’s negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University, its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as “Releasees”) for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES’ NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program. I understand that there are risks attendant to physical activities and that there are potential dangers which may expose me to the risk of personal injuries, property damage, or even death. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I understand that these potential risks include, but are not limited to: travel to and from the site of the Program via private vehicles, common carriers, and/or University owned vehicles, local transportation to and from the site, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of

Releasees, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR NEGLIGENT ACTS,** and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorney's fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSE BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS.**

PERSONAL MEDICAL INSURANCE. I agree to have and maintain personal medical insurance during the term of the Program. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Program and that I do not have any medical record of history that could be aggravated by my participation in this Program.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I (initial one) do ___ do not ___ authorize and consent to any x-ray examination, anesthetic, medical treatment and Hospital care that the University personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the state of Washington.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OF GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTANT ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date