

NON-EMPLOYEE ACTIVITY

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

Albright allows Participants to participate in Participant activities that may involve or require overnight travel, such as optional class or alumni trips and voluntary club and other Participant activities (together "Activity"). Certain risks are inherent to personal health, safety and/or property when traveling and when traveling overnight. It is Albright's policy that individuals will not be permitted to participate in the Activity involving overnight travel unless he or she is willing to accept the associated travel risks and execute this waiver of liability pertaining to those risks.

Albright allows Participants to participate in certain Participant and club activities that are inherently dangerous in nature. As with any activity or program involving physical exertion, bodies of water, heights, exposure to chemicals/hazardous material, etc., certain risks are inherent to personal health, safety and/or property therewith. It is Albright's policy that individuals will not be permitted to participate in the Activity unless he or she is willing to accept the associated inherent risks and execute this waiver of liability pertaining to those risks.

I, _____ ("Participant"), (or on behalf of my minor child) hereby acknowledge that I have (or may during this Academic Year) voluntarily elected to participate in travel to _____ on the following dates:

I acknowledge that my participation and use is elective and voluntary.

In consideration for being permitted by the Albright to participate in the Activity which may include inherently dangerous activities and overnight travel, I hereby acknowledge and agree to the following:

PROMOTIONAL RIGHTS: As a condition of my participation and Student Travel Funding, I hereby grant Albright the right to use, for promotional purposes only, any photographs of me taken by Albright, its employees or agents, during my participation in the Activity. I further understand and agree that Albright may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Activity.

RULES AND REQUIREMENTS: I agree to abide by all the rules and requirements of the Activity and the rules listed in the *Compass*, Albright College Student Handbook. I acknowledge that Albright 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 any rule of the Activity, or at Albright's discretion. I understand that in the event my participation in the Program is terminated, I will be solely responsible for the cost of return travel.

INFORMED CONSENT: I have been informed and I understand that the Activity in which I am participating involves or may involve overnight travel. I am aware that travel, including overnight travel and accommodations, involves certain risks, including but not limited to: serious personal injuries, illness, assault, property damage and theft, or even death as a consequence. These injuries may be the result of my own actions or inactions or those of others, conditions of transportation or accommodations, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

I further understand that the Activity in which I am participating involves or may involve bodies of water or a swimming pool. I am aware that any contact with bodies of water or a swimming pool involves certain risks, including but not limited to: death, drowning, or other personal injury as a result of the area's conditions, the acts of third parties or other unknown safety hazards, diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, first aid operations or procedures of Releasees (as defined herein) and/or others, and that there may be other risks not known to me or not reasonably foreseeable at this time.

ASSUMPTION OF RISK: I understand and acknowledge that there are potential dangers incidental to my participation in the Activity, including risks of damage, bodily injury and possibly death as described throughout this Agreement. The risks may result from the activity itself, from the acts of others, from use of the equipment, or organization of or unavailability of emergency medical care. I understand that there are risks attendant to physical activities associated with the Activity and that there are potential dangers which may expose me to the risk of personal injuries, damage, or even death. In addition, I understand that participation in the Activity involves activities incidental thereto, including, but not limited to, travel to and from the site of the Activity, overnight travel and accommodation, 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 via private vehicles, common carriers, and/or Albright owned vehicles, local transportation to and from Albright, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees (as defined herein), and that there may be other risks not known to me or not reasonably foreseeable at this time.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES (AS DEFINED HEREIN), UNLESS THE RISKS SOLELY ARISE FROM THE RELEASEES' SOLE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT and I assume full responsibility for my participation in the Activity.

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** Albright, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at Albright's direction (collectively 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, damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED SOLELY BY THE RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, INCLUDING OVERNIGHT STAY, TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY LOCATION 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 or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

Albright expressly disclaims liability for actions of third parties, which includes but is not limited to Participants, agents or volunteers who are not acting under the direction and control of Albright. I, hereby release 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 attorneys' fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless 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 attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS SOLELY CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Activity, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Activity except for medical costs arising from an injury that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of Releasees' negligence, gross negligence or intentional misconduct.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record of history that could be aggravated by my participation in the Activity. I further attest that I am physically and mentally fit to participate in the Activity, and that I am responsible for consulting with my health care provider towards this end.

RESPONSIBILITY FOR REPORTING INJURIES: I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to Albright's qualified health care provider. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also disclose any future conditions to the Albright's health care provider.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity nor while traveling for the Activity. In the event of any medical emergency, I (initial one) do ____/do not ____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Albright 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. I further understand that in the event that I experience any condition requiring emergency medical treatment, Albright may direct that I be transported to the hospital for such care.¹

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Activity, I am doing so independently and that I am not an employee or agent of the Albright. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from Albright for my participation in the Activity.

MULTIPLE OCCURRENCES: If this Activity involves multiple occurrences, those multiple occurrences are outlined in Attachment A. This waiver shall be applicable to any and all such occurrences.

CHANGE OF VENUE: Albright reserves the right to change the venue to a similar venue and/or to change the dates of the Activity if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

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

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: _____

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

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 UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Received by:

Date: _____

(Signature)

(Printed Name of Albright Official)

EMERGENCY CONTACT FORM

The information provided on this form will allow your emergency contact to be quickly informed in the case of an emergency and alleviate unnecessary concern. The information you provide is voluntary.

Personal Details

Full Name: _____

Home Address: _____

Home Phone: _____ Mobile Phone: _____

Email: _____

Date of Birth: _____

Person to Contact in an Emergency

Name: _____

Address: _____

Primary Phone: _____ Alternate Phone: _____

Email: _____

This document is presented to EIIA members strictly as a guideline. As individual circumstances may vary, the contents and concepts presented should be reviewed and amended as necessary to properly address your Albright's unique exposures. Additionally, it is recommended that the contents and concepts presented be reviewed in the full context of its use with legal counsel prior to implementation.

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