

Policy on Student Group and Organization Travel

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

I, _____, ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the "Program/Activity", _____, sponsored by Westminster College to be held in and around _____ [location], from/on _____ [date(s)]. I acknowledge that my participation is elective and voluntary.

I understand and acknowledge the risk that injuries, including damage, bodily injury, illness, SERIOUS INJURIES, and possibly death, could occur during my participation in the Program/Activity, which may include INHERENTLY DANGEROUS ACTIVITIES, and that as a Participant, I could sustain personal injuries, property damage, or even death as a consequence of my participation in and transportation to and from the Program/Activity.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH PROGRAM/ACTIVITY 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' intentional misconduct, grossly negligent or negligent acts, and I assume full responsibility for my participation in the Program/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 Westminster College, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at Westminster College'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 Program/Activity or Program/Activity risks *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 Program/Activity, or any location adjunct to the Program/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. Westminster College 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 Westminster College. I hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, 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 injury, damage or death that I may suffer as a result of my participation in the Program/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 Program/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.**

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.

(Signature)

(Date)

(Printed Name of Participant)

(Signature & Printed Name of Parent for a minor including Date)

Received By:

(Signature of Westminster College Representative)

(Date)

(Printed Name of Representative)