

Participant Release and Waiver of Liability, Assumption of Risk, Covenant Not to Sue, and Indemnity Agreement

In consideration of being permitted to participate in a University of Redlands sponsored study away program, I, on behalf of myself, my executors, heirs, administrators and assigns, hereby voluntarily agree to release, waive, discharge, indemnify, hold harmless, and covenant not to sue the University of Redlands, its trustees, officers, employees, agents, volunteers, or other promoters, operators or co-sponsors of the study away program, for any and all claims, damages, costs, attorney's fees, or causes of action which I have or may have in the future, or which third parties have or may have in the future, as a result of damages, injuries, including death, relating to the study away program or travel to and from the study away program, arising out of or incident to any negligent act or omission by the University of Redlands, its trustees, officials, officers, employees, agents, volunteers, or other promoters, operators or co-sponsors of the study away program. I knowingly and voluntarily give up valuable legal rights, including the right to sue. Further, I shall defend at my own expense, including attorney's fees, with an attorney selected by the University of Redlands, the University of Redlands in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct.

I understand and agree that there are risks of harm associated with participating in the study away program which may give rise to bodily injury, and/or property damage. These risks include, but are not limited to, political, civil, military, or social conflicts, labor disruptions/strikes, government restrictions or regulations, acts of domestic or international terror, accidents during travel, physical exertion, complications from differing or unique diets, disease from bites from exotic animals or insects not common to student's country of origin and an inability to communicate effectively because of language differences. I understand that I will be responsible for my own transportation. I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this waiver and release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control of the study away program or the failure to warn of existing dangerous conditions not known to or reasonably discovered by the University of Redlands, including all acts of negligence of the University of Redlands. I, the negligence of others, or by the negligence of the University of Redlands, its trustees officials, officers, employees, agents, volunteers, or other promoters, operators or co-sponsors of the study away program, may cause these risks and dangers. I knowingly and voluntarily assume full responsibility for these risks arising out of or related to my participation in the study away program.

I further expressly agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the state or country where the Activity takes place and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN THE UNIVERSITY OF REDLANDS AND MYSELF. I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.



Signature:

Date:

If the participant is under eighteen years of age, a parent's or legal guardian's signature is required for each minor child.

This Release and Waiver of Liability, Assumption of Risk, Covenant Not to Sue, and Indemnity Agreement shall be binding on me and my minor children, executors, heirs, administrators and assigns. I further agree on behalf of my minor children that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement shall be binding on them and their executors, heirs, administrators and assigns.

I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN THE UNIVERSITY OF REDLANDS AND MYSELF. I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Print Name of Minor:

Print Name of Parent/Guardian:

Parent/Guardian Signature:

Date:

Phone Number: