

ST. BONAVENTURE UNIVERSITY
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. By and through my execution of this document ("Waiver"), I acknowledge, accept, and assume all risks associated with the activities in which I will participate in connection with the St. Bonaventure University Mentor Program ("the Program"), as well as all risks associated with travel to and from such activities, whether or not presently foreseeable and whether or not caused by the negligent acts or omissions of St. Bonaventure University ("University") or others. In addition, in consideration of and for the opportunity to participate in the Program, I hereby release, waive, discharge, and covenant not to sue the University, its trustees, officers, servants, agents, and/or employees (collectively, "Releasees") for any injury, harm, or damage arising from my participation in the Program, whether or not caused by the negligent acts or omissions of the one or more of the Releasees.

2. I acknowledge that the University assumes no responsibility for, and does not purport to pass upon, the safety, security, or conditions associated with the Program and assumes no obligation to take any steps to ensure my safety while present at, or traveling to or from, locations associated with the Program. I understand that the University does not perform background checks or other investigations or inquiries with respect to persons who may participate in the Program. I further hereby agree to indemnify and hold harmless Releasees from any loss, liability, damage or costs, including court costs and attorney's fees, that may arise or accrue due to my participation in the Program, whether caused by the negligent acts or omissions of Releasees or otherwise.

3. I understand and agree that the University shall not be responsible for any medical costs associated with any injury I may sustain in connection with the Program.

4. I have reviewed and become familiar with the Mentoring Program Guidelines ("Guidelines") and agree to fully abide by those Guidelines. I acknowledge and understand that I assume the full risk of any Program-related activity conducted in violation of any rule or directive or instruction of the University or any provision of the Guidelines.

5. I also understand that I should, and am urged by the University to, obtain adequate health and accident insurance to cover any personal injury to myself that may be sustained during the activity or the travel/transportation to, from, and during the Program.

6. I have read, understand, and agree to abide by the terms of this Agreement. I understand and agree that this Agreement is to be as broad and inclusive as is permitted by the laws of the State of New York, and that if any portion of this Agreement is held invalid, the remaining terms shall continue in full force and effect. This Agreement shall be binding upon me, as well as my successors, personal representatives, heirs and assigns.

Signature: _____ Date: _____

Print name: _____

If the participant is under the age of 18, each of the participant's parents or guardians must also sign. The signature of a parent or guardian shall constitute (a) the parent or guardian's agreement to the terms of this Agreement on behalf of the participant, (b) the parent or guardian's agreement to the Waiver, release of liability and assumption of risk provisions set forth above with respect to any rights the parent or guardian may have or subsequently acquire as a result of the participant's participation, and (c) the parent or guardian's agreement to indemnify and hold harmless the College and its trustees, officers, employees, agents, contractors and representatives from any and all liability for injuries incurred by the participant as a result of participation in the Program, including but not limited to liability arising out of the negligent acts or omissions of any or all of the foregoing persons/entities or others.