

**ST. BONAVENTURE UNIVERSITY**  
**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for the opportunity to participate in \_\_\_\_\_ (The "Activity") and other valuable consideration, by and through my execution of this document (hereinafter "WAIVER") I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** St. Bonaventure University, its officers, servants, agents, and/or employees (hereinafter "RELEASEES"). This WAIVER shall be construed as broadly as permissible under the laws of the State of New York, and is explicitly intended to preclude me from maintaining a civil action against RELEASEES in connection with any claims, demands, actions and causes of action whatsoever arising out of, or related to, any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the RELEASEES or otherwise while participating in such activity, or while in, on, or upon any premises where any portion of said activity is being conducted, as well as while in transit to and from said premises, or at any time at any location between my departure in connection with the above referenced activity and the time I complete my return from the Activity.

2. I am aware of no physical or mental infirmity that could reasonably be construed to affect my ability to safely and fully participate in this activity, and I have not taken any action or made any representation to the RELEASEES regarding said ability which is untrue or upon which RELEASEES would be unjustified in relying with regard to my health, wellness and general ability to participate.

3. I am fully aware of risks and hazards connected with the activity, including but not limited to, the risks as noted herein involving travel, and I hereby elect to voluntarily participate in said activity, and to enter any involved travel arrangements and premises, and engage in the Activity knowing that the Activity or necessary components thereof may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of RELEASEES or otherwise.

4. I further hereby agree to indemnify and hold harmless the RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may accrue due to my participation in said activity, caused by my negligence, recklessness or other culpable conduct, and to the greatest extent permissible under the law, caused by the negligence, recklessness or other culpable conduct of third parties, of RELEASEES, or otherwise.

5. It is my express intent that this WAIVER and Hold Harmless Agreement shall bind the members of my family, spouse, or power of attorney if I am alive, and my heirs, assigns and personal representative if I am not alive. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York.

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

7. I further agree to become familiar with the rules and regulations of the University concerning student conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said Activity and that I will further assume the complete risk of any action or omission done in violation of any rule or directive or instruction.

8. Further, I acknowledge that reasonable and routine cleaning and sanitization procedures on and within the areas of the premises I will be occupying in connection with this WAIVER may not eliminate the spread of communicable diseases, including but not limited to viruses and bacterial infections spread by and between human beings through airborne, droplet or bodily fluids, or surface contamination. Therefore, I acknowledge that I am exposing myself to the risk of contracting a communicable or infectious disease while engaged in the activities and using the facilities, residence halls, and premises (the "Premises") that will be involved in such activities, I also acknowledge that I may contract such communicable diseases from other residents at the Premises, other users of the Premises, or other sources. By choosing to engage I the activities covered hereby and enter, remain in, or reside in the Premises for the period designated herein, I fully, knowingly, and voluntarily assume the risk of contracting a communicable or infections disease from said Premises, other residents at the Premises, other users of the Premises, or other sources. I agree to waive any claims or demands I may now have or may in the future come to have against St. Bonaventure University its agents, officers, directors, faculty members, employees, or servants, for damages, arising from or relating to my contraction of a communicable or infections disease while engaged in the activities, including but not limited to: entering, using, remaining within or residing at the Premises, or arising from the spread of a communicable or infections disease between persons during the activities or within the Premises. To the extent that any provision of this acknowledgment and WAIVER is deemed violative of any statute, rule, regulation, common law or other authority, I agree that this clause shall be reformed to the maximum extent possible so as to give reasonable force and effect to its terms to the greatest extent permissible under such law or controlling authority.

9. 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 which may be sustained during the Activity or the travel/transportation to, from and during said activity.

10. If any portion of this document is held to be void or unenforceable, then the minimum amount of the clause that must necessarily be severed from the remainder of the document to enable the clause, or the document as a whole, to become or remain valid and enforceable shall be severed. Upon the completion of said minimum severance, if at all possible, the remainder of the clause and document, shall be and remain in full force and effect to the greatest extent permissible under the laws of the State of New York.

11. As to travel, I acknowledge that this WAIVER shall apply equally whether such travel is the contemplated activity, or is incidental to another activity. I further understand and agree that travel (whether foreign or domestic and by air, water, rail, or other mode) presents risks to me and my property. These risks can involve, among other factors: unfamiliar or different terrain, road conditions, climate, food and drink, customs, laws, social and sexual mores, safety practices and regulations, communications, criminal and law enforcement activities, disability access, driving practices, disease risks, and health care. In particular, the travel may involve or cause me to encounter construction related activities, work in University or mission site offices, living in housing provided for participants, and providing health care related services. I am responsible for researching and evaluating the risks I may face, including, the extent necessary or appropriate, reviewing the State Department Consular Information Sheets and Public Announcements at <http://travel.state.gov>. I understand that many of these risks are unpredictable, are wholly outside of the control of University and may change and increase beyond what is known, anticipated or expected. Nevertheless, I am responsible for my own actions. Any activities that I may take part in, whether as a component of the Activity contemplated herein or incidental to said Activity will be considered to have been undertaken with my approval and understanding of any and all risks involved, this is intended to include, but not be limited to such increased risks as are associated with the consumption of alcoholic beverages, and loss, injury, or death from traffic accidents, assault, and theft.

12. I understand and agree that I shall, while engaged in the Activity and any ancillary activities incidental thereto, abide by: (i) all policies, rules, and regulations of University, (ii) all rules, regulations, and laws of any foreign countries visited, and (iii) all rules, directives, and precautions issued by University or its representatives, by any associated individuals, institutions, or organizations, or the United States Government.

13. I further agree that while engaged in the Activity and any ancillary activities incidental thereto, I shall not engage in inappropriate conduct including the use of physical or verbal violence, open abuse of the customs or mores of the community, or be absent from classes or other mandatory activities in an unexcused manner. I understand that, in its sole discretion, University or its representative may terminate my participation in the Activity at any time, including before departure or during the Activity for reasons including but not limited to: inappropriate conduct or other behavior by me which is deemed detrimental to the best interests of the Activity as a whole; consumption of alcoholic beverages under legal age limit or in such excess that it causes disruption of the event; use of nonprescription drugs; emergencies; or health or safety considerations. Such termination shall not diminish or otherwise alter my obligation to make any payment required for the Activity, nor shall University be required to make any refund to me in the event this clause is invoked.

14. University assumes no responsibility for or obligation to provide me financial assistance or other assistance, including, without limitation, medical, health, disability or life insurance, emergency evacuation or medical care or expenses in the event of injury, illness or threat including terrorism.

15. To the contrary, I acknowledge and agree that I am responsible for and all loss, liability and expenses, including any medical evacuation, evaluation, and medical treatment, incurred in connection with the Activity. I further agree, as a condition of participating in the Activity, to maintain adequate health and accident insurance to cover any medical expenses incurred during or as a result of their participation in the Activity. If traveling abroad, I acknowledge that the University has advised me to consult with my health insurer to confirm that my health insurance coverage will apply while outside of the United States, and will cover emergency expenses such as medical evacuation. I understand that University does not carry or maintain health, medical or disability insurance coverage for participants of the Activity. I understand and acknowledge that the University does not carry property insurance that applies to theft or loss of participants' personal property. If traveling abroad, I acknowledge that University has advised me to consult with my insurer to confirm that my property will be covered while outside of the United States. I understand that University does maintain auto insurance coverage for vehicles rented by University for service trips in the United States, US territories and possessions, and Canada. However, I also understand and acknowledge that University's auto insurance coverage does not extend to countries outside of the United States, US territories and possessions, and Canada. I understand that University will not be responsible for any physical damage to or theft or loss of my property.

16. In the event that I choose to remain at the Activity location or elsewhere after participation in the Activity, or otherwise discontinue my involvement in the Activity, either voluntarily or involuntarily, University will cease to have any further obligation to me in any respect upon being notified of my intention to remain at the location or otherwise discontinue my involvement in the Activity. In either of the foregoing events, this WAIVER shall remain in full force and effect.

17. I hereby authorize RELEASEES, at their discretion, to administer to or seek for me first aid and other emergency medical services (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR) and

defibrillation) and transportation for further medical care, but I acknowledge that RELEASEES may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation.

18. University reserves the right to and I release RELEASEES from any liability arising from or associated with the cancellation or modification of the Activity or any activities incidental thereto, due to circumstances including emergencies, low enrollment, unavailability of one or more facilities, personnel, or other reasons in the sole and absolute discretion of University, regardless of whether such cancellation occurs before or during the Activity.

19. The language of all parts of this WAIVER shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This WAIVER is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This WAIVER supersedes any earlier written or oral understandings or agreements between the parties. I affirm and attest, under penalty of perjury, that i have read this WAIVER, understand its meaning and effect, and agree to be legally bound by its terms.

20. **I understand that all payments are non-refundable and non-transferable.**

21. I agree, to check the boxes below as and for an affirmative representation of my position in respect thereof, and acknowledge that if I select the third option, that I may not participate in the Activity.

- Yes, I understand that the University is not requiring me to travel to, or in connection with, this Activity.
- Yes, I understand that whether on a trip, on campus, or in the surrounding community I will be representing the University as explained to me in the student code of conduct.
- I do NOT agree with the above WAIVER and therefore will NOT be participating in the Activity.

22. I agree to provide the following information to the University, and that the University or representatives thereof may access, disclose, or otherwise use the information contained therein as necessary in connection with this WAIVER

Student Name: \_\_\_\_\_

Student Cell Phone #: \_\_\_\_\_

Student Emergency Contact Name: \_\_\_\_\_

Student Emergency Contact Phone #: \_\_\_\_\_

Student Emergency Contact Relationship to Student: \_\_\_\_\_

IN SIGNING THIS WAIVER AND RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Waiver and Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Participant  
(Print name) \_\_\_\_\_

\_\_\_\_\_  
Witness  
(Print name) \_\_\_\_\_

**\*\*\*\*\*The Below is for University Use Only\*\*\*\*\***

- Proof of insurance has been provided. Attach Copy of Proof Showing the Following:
  - Policy Holder
  - Insurer
  - Policy Number

**\*\*\*\*\*For Activities Involving International Travel Only\*\*\*\*\***

- Copy of Passport Information has been Provided. Attach Copy of Passport showing the Following:
  - Country of Issuance
  - Passport Number