

Student Activity Release and Assumption of Risk

Student Name: _____

Student ID#: _____

This waiver applies to all Immaculata University off-campus activities for the duration of the undersigned student's undergraduate education.

I, the above-named student, have voluntarily agreed to participate in activities sponsored or organized by University departments, organizations, or clubs. I understand that my participation is a privilege, not a right and that participation is completely and totally at my own risk.

In signing this release, I acknowledge that there are risks associated with my activity and that my participation in the Activity may result in harm, injury, illness, and/or even death to me and/or my property, for example, in connection with transportation to/from/during my participation in the activity. I agree and understand that my participation in these Activities is purely voluntary and I willingly assume and accept all risks and dangers associated with my participation in the Activity.

Intending to be legally bound, and to the fullest extent permitted by law, the undersigned hereby releases Immaculata University, its affiliates and each of their respected insurances, trustees, officers, directors, volunteers, advisors, coaches, trainers, employees, agents, and representatives of their successors and assigns ("Released Parties") from and against any and all claims, demands, causes of action, responsibility and liability for any and all injuries, illness, damages, and/or loss (including death) which may result or arise out of, or be connected with my participation in the Activity. This release extends and applies to, and covers and includes, all unknown, unforeseen, unanticipated, and unsuspected injuries, damages, loss and liability (including, but not limited to, medical treatment and expenses, property loss and damage, attorneys' fees, costs and court costs and related expenses), and consequences thereof, occurring at any time after the execution date hereof.

In consideration of permission to participate in this Activity, I voluntarily and expressly waive any right to sue and/or institute a claim, demand and/or cause of action against any and all of the Released Parties and I hereby release the Released Parties from all responsibility and any liability for any injuries, illness, damages and/or loss (including death), in connection with my participation in the Activity, even if I contend that any injuries, illness, damages and/or loss (including death) are the result of negligence or other improper conduct on the part of any of the Released Parties.

I represent that I am physically fit and capable of engaging in the Activity and have no known physical limitation that would prevent my participation in the Activity or increase the risk of injury to other participants or me. I represent and warrant that I am and will be covered throughout my participation in the Activity by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses I sustain or experience. I authorize the Released Parties to approve emergency medical treatment (at my sole expense) for myself in the event of an injury or illness during my participation in the Activity. I further understand that the Released Parties assume no responsibility whatsoever for the payment of and expenses associated with such medical treatment, regardless of who secured or authorized such medical treatment.

I further understand that my participation is conditioned, at all times, on my compliance with all Immaculata University policies, regulations, rules and procedures as well as those established for the Organization and/or the Activity. Violation of such policies, regulations, rules, and/or procedures may result in termination of my participation in the Organization and/or Activity as well as other disciplinary action.

I understand and agree that this release is binding on me and my heirs, executors, administrators, personal representatives, and next of kin. My signature denotes my understanding of and agreement with this statement and its implications. This Release and Assumption of Risk is governed by Pennsylvania law. If any provision is found to be unenforceable by a court, such shall be limited or stricken, as applicable and the remainder of this Release and Assumption of Risk shall remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound hereby, I have hereunto set my hand this _____ day
of _____, 20_____.

Signature: _____ Printed Name: _____

The following must also be completed if the Student is less than 18 years of age:

I, the undersigned parent or legal guardian of the student named in the above Release and Assumption of Risk, hereby acknowledge that I have read and understand its terms and conditions and agree on behalf of myself, the student named above, and all other members of the family, to be bound by all of the terms and conditions set forth therein, including the full and unconditional release contained therein, to the same extent as such terms and conditions apply to the student named therein.

Parent/Legal Guardian Print Name

Parent/Legal Guardian Signature

Date