

## SAINT FRANCIS UNIVERSITY FOUNDED 1847 GENERAL WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR DOMESTIC TRAVEL

<u>Instructions</u>: All persons who are traveling and participating in the trip activities must complete and sign this form.(This excludes chaperones who are university employees traveling and participating in activities that relate to

Name:	Date:
Address:	
Activity: Activity Dates:	
Waiver of Saint Francis University's Liability for Risks and Dangers	
	please initial
I understand that there are certain dangers and risks inherent in domestic travel a understand that these dangers and risks could lead to serious or even mortal injunderstand that SFU cannot and does not assume responsibility for any such personal travels.	uries and property damage, and I
Participant Responsibility for Medical Needs	
	please initial
I assure SFU that here are no health-related reasons or problems which preclude or this activity.	e or restrict my participation in this trave
I assure SFU that I have sufficient insurance to meet any and all medical needs I payment of hospital costs if that is necessary. I agree that SFU is not responsineeds. I assume all risk and responsibility therefore.	
I understand that I must follow the proscribed SFU process for qualifying for disabilities should those disabilities affect my participation in this travel and activity	_
I authorize the leaders of this trip to take whatever actions they believe are mosafety in the event of an emergency. This includes placing me, at my own explacility, if that is deemed medically necessary.	
Disclaimer of Saint Francis University's Responsibility	

I understand that SFU does not represent or act as an agent for the transportation carriers, hotels, or other suppliers of services connected with this trip. I further understand and agree that SFU is:

Not responsible or liable for any injury, damage, loss, accident, delay that may be caused by the defect of any vehicle or the negligence or default of any company or person providing or performing any of the services involved in this trip.

Not responsible for losses or expenses due to sickness, weather, natural disasters, or other such causes;

Not responsible for any disruption of travel arrangements or any consequent additional expenses that may be incurred there from.

## **Potential Travel Problems**

please initial

I acknowledge and understand that SFU assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings.

I acknowledge and understand that in the event I become separated from the group, or if I fail to meet a departing bus, airplane, or train, or if I become sick or injured, that I will bear all responsibility for contacting the trip leader and for following his or her instructions on how best to rejoin the group. I agree that I bear all costs associated with rejoining the group.

## **Acceptable Conduct by Participant**

please initial

I agree to participate fully in all portions of the program and I further agree that any deviation by me from the design of the program's content must be approved in advance by the trip leader.

## Assumption of the Risks Involved

please initial

Knowing all of the above, and in consideration of being permitted to participate in the trip and the activity, I agree to assume all the risks and responsibilities surrounding my participation in the activity, the travel, and in any independent activities I undertake as a apart of. I release, waive, and forever discharge SFU from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that I may sustain while in, on, upon, or in transit to or from the location where the program/activity or any adjunct to the program/activity occurs or is being conducted.

It is my express intent that this waiver of liability and hold harmless agreement shall bind the members of my family. I agree to save and hold harmless, indemnify, and defend SFU from any claim by my family arising out of my participation in the program/activity.

In signing this Release, I acknowledge and represent that I am fully informed of the contents of this waiver of liability and hold harmless agreement.

I agree that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions will remain in full force and effect.

I represent that my agreement to the provisions herein is voluntary, and further that, prior to the signing of this agreement, I had the right to consult with an adviser, counselor, or attorney of my choice.

I agree that, should there be any dispute concerning my participation in the program that would require adjudication by a court of law, such adjudication will occur in the courts of, and be determined by the laws of, the Commonwealth of Pennsylvania.

I acknowledge that this agreement represents my complete understanding with SFU concerning SFU's responsibility and liability for my participation in the program, that it supersedes any previous or contemporaneous understandings I may have had with SFU on the subject, whether written or oral, and that it cannot be changed or amended in any way without written concurrence.

execute this release for full, adequate, and complete con	nsideration fully intending to be bound by the same.
The Undersigned states that Participant is / to sign this Agreement.	is not at least eighteen (18) years of age and fully competent
THIS IS A RELEASE OF LEGAL RIGHTS	READ AND UNDERSTOOD BEFORE SIGNING
Name of Participant:	Name of Witness:
Please Print	Please Print
Signature of Participant:	Signature of Witness:
Please Sign	Please Sign
Date:	Date:
Parent/Guardian's Name (Print):	
Parent/Guardian's Signature:	Date:

(Required for Participants Under 18)