ASSUMPTION OF RISK, INFORMED CONSENT AND RELEASE OF LIABILITY

Name of Activity/Course: __________________________________________________________

Dates of Activity/Course: __________________________________________________________

(Beginning Date) (Ending Date)

Release executed by Participant: __________________________________________________

I, the undersigned, have chosen to participate in the above named Activity/Course and do so in full recognition and appreciation of the dangers and hazards inherent in the Activity/Course. I understand and acknowledge that the term “participation” is defined as any and all activities related directly or indirectly to the Activity/Course, including, but not limited to, transportation to, from and during the Activity/Course. I hereby voluntarily agree to assume all associated risks and responsibilities to which I may be exposed during my participation in the Activity/Course.

I have been provided verbal and/or written information that describes the Activity/Course and its inherent dangers, hazards, and possibilities of injury or damage. A copy of my signed Acknowledgment of Risk and Informed Consent is attached. In addition, informational seminars have been offered to answer and address any questions or concerns prior to participation. I acknowledge that I have been given instructions and guidance. While I agree to act in a reasonable manner and to follow instructions when provided, my failure to do so, whether by accident or design, does not change, alter or void my intention to assume all risk and responsibilities associated with the Activity/Course nor does it change, alter, or void my intention to release Saint Leo University as set forth below.

I do, for myself, my heirs, successors, assigns, and personal representative(s), hereby agree to release Saint Leo University, its Board of Trustees, officers, agents, employees, and volunteers from any and all liabilities, claims, demands or actions, whether in law or in equity and whether in tort, including negligence, or in contract, on account of any property or personal losses, damages and expenses, including reasonable attorney fees, or on account of personal injury, death, or emotional distress which may result, directly or indirectly, from my participation in this activity/course, unless any such damage or injury is primarily the direct result of gross negligence or intentional misconduct of Saint Leo University or any of its officers, employees, volunteers, or lawful agents and not caused in part by my own negligence.

It is my intention and I do hereby agree to be financially responsible for any property damage/loss or injuries, physical, mental or emotional, that I may suffer. I acknowledge and understand that Saint Leo University carries no insurance for personal injury, illness or property damage/loss. I ALSO ACKNOWLEDGE THAT I WILL NOT BE TRAVELING WITH A SAINT LEO FACULTY/STAFF MEMBER.

In addition, I assume full responsibility for all risks associated with my own health problems and physical or emotional limitations. Should I require emergency medical treatment as a result of accident or illness, I consent to such treatment. I understand and agree that Saint Leo University is not responsible for any illnesses or their consequences that may occur. I agree to be financially responsible for any medical bills incurred while participating in the Activity/Course, including, but not limited to, transportation to a health care provider. I represent that I am physically, mentally, and emotionally able, with or without accommodation, to participate in the Activity/Course. I understand and agree that if I have any mental or physical health factors or disabilities, including medications, which may affect me and my ability to participate, I have the responsibility to provide Saint Leo University with all necessary information and a
statement from my health care provider stating that I am fit to participate in the Activity/Course prior to the beginning date of the Activity/Course. I further represent that I have or will have acquired all immunizations that may be necessary.

I acknowledge and understand that the Saint Leo University has the right and the discretion to make changes to the agenda, plans or itinerary of the Activity/Course, as the University sees fit.

I acknowledge and understand that some services provided in connection with this Activity/Course, including any additional short trips or activities which may be offered at the destination, are rendered by suppliers who act as independent contractors and not as agents or employees of Saint Leo University. Accordingly, I, for myself, my heirs, successors, assigns, and personal representative(s), release and hold harmless Saint Leo University, its agents, employees, and volunteers from any and all claims, demands, liabilities, losses, suits or any other action or claim, of any kind, whether in law or in equity and whether in tort, including negligence, or in contract, which may result from the offering of or in connection with these services.

I understand that I must abide by the standards of conduct and other policies as outlined and defined in Saint Leo University’s Student Handbook in place as of the date of this Activity/Course. I agree that Saint Leo University has the right to remove me from this Activity/Course at any time should my actions or general behavior, in the sole discretion of Saint Leo University, violate the University’s policies or standards, or impede, obstruct or diminish the progress or quality of the Activity/Course and further, that the University may impose sanctions as set forth in this Agreement and in the Student Handbook. I also understand and agree that if Saint Leo University removes me from this Activity/Course for any reason, I will be responsible for all costs to transport me from the Activity/Release and back to my residence.

This Agreement and Release, in its entirety, shall run to and be binding upon me and my heirs, assigns, and estate. It shall be governed by the laws of the State of Florida. Should any provision of this Agreement be found to be unenforceable, all remaining provisions will remain in full force and effect.

I HAVE READ AND I UNDERSTAND THE FOREGOING INFORMATION. I HEREBY AGREE TO ABIDE BY THE TERMS AND POLICIES OUTLINED HEREIN AND EXECUTE THIS ASSUMPTION OF RISK, INFORMED CONSENT AND RELEASE OF LIABILITY ON THE _____ DAY OF _________________ IN THE YEAR __________.

Signature of Participant: __________________________________________________________
Address: ______________________________________________________________________
Telephone: _________________________________________________________________

If Participant is less than eighteen years of age:
Date: _________________________________________________________________________
Co-Signature: __________________________________________________________________
Printed Name: __________________________________________________________________

Person to Contact in the Event of an Emergency: _________________________________
Relationship of Contact Person to Participant: ______________________________________
Address: _____________________________________ Telephone: __________________________
ACTIVITY / COURSE

ACKNOWLEDGMENT OF RISK

The following general information is in addition to other written material or oral information you have received regarding the specific Saint Leo University Activity/Course in which you are planning to participate.

Whenever one travels, there is an inherent risk of injury or even death. For example, accidents can occur while being transported from one location to another or as a result of local weather conditions. There is a possibility that a participant may be a victim of crime or other bad acts committed by a stranger, or even a fellow participant, such as robbery, rape, threats, assault or acts of terrorism. While the activity/course supervisor will follow reasonable procedures to protect you from harm, Saint Leo University, its agents, officers, or employees cannot guarantee that you and your property will be safe at all times. Unforeseen events may occur.

You will be expected to act reasonably and thoughtfully and to remember that you are part of a group. Your attendance at a pre-tour workshop discussing the behaviors expected during the Activity/Course will be required before you will be allowed to participate.

You may be injured or become ill while you are participating in the Activity/Course. Any health conditions you currently have could worsen. While the activity/course supervisor(s) will take appropriate measures to get you medical care, you must be aware that medical care may not be immediately available and it may not be of the quality or type to which you are accustomed. You must also be aware that the activity/course supervisor(s) are not required to have any medical training.

You may become emotionally despondent or experience other emotional or mental problems while participating in this Activity/Course. Although the activity/course supervisor(s) will attempt to address your concerns, be aware that they are not professionally trained in counseling or in the treatment of emotional or mental conditions.

As a participant, you are expected to follow the rules, policies and procedures, and to use common sense and good judgment in order to help make the Activity/Course as safe as possible. You also acknowledge that you will not be traveling with a Saint Leo faculty/staff member.

I have read and understand the foregoing information.

Signature: ___________________________________________ Date: __________________

If the participant is under the age of eighteen:

Parent/Guardian: ___________________________________________ Date: __________________