

William Jessup University

WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR OFF-CAMPUS ACTIVITIES

All participants complete Sections A, B and D:

- A. WAIVER
- B. MEDICAL AUTHORIZATION

Also complete Section(s) C and/or E, if applicable:

- C. AUDIT STUDENT OR VOLUNTEER
- D. A PARTICIPANT PROVIDING HIS/HER OWN TRANSPORTATION
- E. MINOR

A. WAIVER

Activity: _____

Campus/Class/Group: _____

Supervising Academic Employee: _____

Departure Date & Time: _____ Return Date : _____

For good and valuable consideration, the sufficiency of which I hereby acknowledge, I personally and on behalf of my executors, administrators, heirs, next of kin, successors, and assigns, hereby expressly assume all the risks incident to attendance at and/or participation in the activity, and hereby release all claims of whatever kind or nature, in law, equity, or otherwise, including but not limited to, personal injury, property damage or destruction, and death, whether caused by negligence, breach of contract or otherwise, which I may ever have against William Jessup University and its Board of Trustees, officers, agents, representatives, affiliates, agents, volunteers, and employees. By signing this agreement, I agree that the Releasee and its affiliates, agents and employees will not be held responsible for any injury, damage or loss that may occur.

I hereby acknowledge and understand that my participation in the activity could result in personal injury, death, and/or property damage. This agreement also constitutes an express and contractual assumption of all risks and dangers associated with an inherent in the activity. I hereby expressly assume all risks and dangers whether presently known or unknown.

I understand that the release contained herein is a general release of claims not now known to me. I further understand that I may in the future discover facts or claims resulting from my participation in the activity. Despite that possibility, I hereby agree to give up all claims as provided in this agreement and I also agree to waive the benefits and rights given by California Civil Code Section 1542, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF THE EXISTENCE OF THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

| | | |
|----------------------------|--|-------|
| _____ | _____ | _____ |
| Participant's Printed Name | Signature of Adult Participant or of Parent/Guardian on behalf of Minor Participant | Date |

B. MEDICAL AUTHORIZATION:

In the event of any illness or injury while participating in the activity listed in Section A, I hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care from a licensed physician, surgeon, and/or dentist as deemed necessary for my safety and welfare. It is understood that the resulting expenses will be my responsibility.

| | | |
|----------------------------|--|-------|
| _____ | _____ | _____ |
| Participant's Printed Name | Signature of Adult Participant or of Parent/Guardian on behalf of Minor Participant | Date |

| | |
|---|---------------|
| _____ | _____ |
| Participant's Medical Insurance Carrier | Policy Number |

| | |
|-----------------------------------|--|
| _____ | _____ |
| Medical Insurance Carrier Address | Medical Insurance Carrier Phone Number |

In the event of illness, accident, or other emergencies, please notify:

| | | |
|-------|---------|--------------|
| _____ | _____ | _____ |
| Name | Address | Phone Number |

Medical Condition: Check here if you have a special medical condition and attach a description of that condition to this sheet.

C. AUDIT-STUDENT/VOLUNTEER:

I request that I may participate in the activity listed in Section A. As a condition for being allowed to participate in the above-referenced activity as an audit-student or volunteer, I agree to abide by the provisions of Sections A and B, and, if applicable, Section(s) D and/or E.

My signatures on this document acknowledge that I have read and understand all applicable provisions and agree to abide by these terms.

| | | |
|-----------------------------------|--|-------------|
| Participant's Printed Name | Signature of Adult Participant or of Parent/Guardian on behalf of Minor Participant | Date |
|-----------------------------------|--|-------------|

D. TRANSPORTATION:

- STUDENT SELF-TRANSPORTATION**
 TRANSPORTATION PROVIDED BY WJU

I, the undersigned student, acknowledge that I have agreed to participate in a William Jessup University ("WJU") off-campus activity ("Activity"), described as follows: _____

_____.
The faculty sponsor for this Activity is: _____. I understand and acknowledge that there is a risk of injury associated with this Activity.

I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, LOSS, OR DAMAGE ASSOCIATED WITH THE ACTIVITY, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____

I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will. I have been fully informed that there may be health and safety risks involved with the Activity and I fully assume all risks to myself/the student and my property in connection with these activities.

As consideration for being permitted by WJU or one of its affiliated organizations to participate in the Activity, I personally and on behalf of my executors, administrators, heirs, guardians, next of kin, legal representatives, successors, and assigns, hereby expressly assume all the risks incident to participation in the Activity, and hereby release all claims, including but not limited to, personal injury, property damage or destruction, and death, whether caused by negligence, breach of contract or otherwise, which I may ever have against WJU and its affiliates, agents, contractors, and employees ("the Indemnitees"). By signing this agreement, I agree that the Indemnitees will not be held responsible for any bodily injury or property damage that may occur.

If "Student Self-Transportation" is checked above, I acknowledge that I am fully responsible for making my own transportation arrangements and I accept full responsibility for all transportation arrangements and the associated cost. Further, I hereby release the Indemnitees from any responsibility for any bodily injury or property damage which may arise out of such transportation arrangements. I agree to defend, indemnify and hold the Indemnitees harmless from and against any claim, loss, liability, damage, cost, or expense the Indemnitees may incur as a result of such transportation arrangements.

I understand that the release contained herein is a general release of claims not now known to me. I further understand that I may in the future discover facts or claims resulting from participation in the Activity. Despite that possibility, I hereby agree to give up all claims as provided in this agreement and I also agree to waive the benefits and rights given by California Civil Code Section 1542, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF THE EXISTENCE OF THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I understand that I should purchase and maintain medical insurance that will provide coverage in the event I am injured or become ill while participating in the Activity. If I do not maintain such insurance, then any costs or expenses whatsoever associated with such injury or illness will be paid for by me or my legal guardians by whatever manner I/they may choose. WJU is not responsible for any such costs or expenses.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant Name: _____ Date: _____

Signature (if I am 18 years of age or older): _____

Signature of Parent or Guardian (if participant is under 18 years of age): _____

Emergency Contact Name: _____ Home Phone #: _____

Cell Phone #: _____

Alternate Emergency Contact Name: _____ Home Phone #: _____

Cell Phone #: _____

E. MINOR (For students/volunteers under 18 years of age, the parent or guardian completes this section in addition to Sections A and B; and C and D, where applicable)

_____ has my permission to participate in the activity listed in Section A.
Participating Minor's Printed Name

Check here if there are no medical conditions that the staff should be aware of and if your son/daughter is not required to use any drugs during this activity.

AND/OR

DRUGS: Check here if your son/daughter must take any drugs during the off campus activity and list them on this form or hereto attached. All drugs, except those that must be kept on the minor's person for emergency use, must be kept and distributed by college staff.

Name of drug and reason for use

I have read, understand and agree to all provisions of Section A: Waiver; Section B: Medical Authorization; Section E: Minor; and Section C and D, as appropriate; as related to my son/daughter's participation in this activity.

Parent/Guardian Printed Name **Parent/Guardian Signature** **Date**

Address **Phone Number** **Son/Daughter's Date of Birth**

After you have provided the information requested in this section and Sections A and B, please ask your son/daughter to return this form to the Supervising Academic Employee listed in Section A.

Signature of Academic Supervisor Approving Completed Form **Date**