

TRAVEL WAIVER & EMERGENCY FORM

Westminster College allows Participants to participate in Participant activities that may involve or require overnight travel, such as optional class or alumni trips and voluntary club and other Participant activities (together “Activity”). Certain risks are inherent to personal health, safety and/or property when traveling and when traveling overnight. It is Westminster College’s policy that individuals will not be permitted to participate in the Activity involving overnight travel unless he or she is willing to accept the associated travel risks and execute this waiver of liability pertaining to those risks.

I, _____ (“Participant”), hereby acknowledge that I have voluntarily elected to participate in the “Activity”, _____ from _____ . I acknowledge that my participation and use is elective and voluntary. In consideration for being permitted by the Westminster College to participate in the Activity which includes overnight travel, I hereby acknowledge and agree to the following:

PROMOTIONAL RIGHTS: As a condition of my participation, I hereby grant Westminster College the right to use, for promotional purposes only, any photographs of me taken by Westminster College, its employees or agents, during my participation in the Activity. I further understand and agree that Westminster College may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Activity.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Westminster College’s policies and procedures, including the **Westminster College Student Travel Policy**. I further agree to abide by all the rules and requirements of the Activity and the rules listed in the **Student Handbook Code of Conduct (Handbook for Students)**. I acknowledge that Westminster College has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or at Westminster College’s discretion. I understand that in the event my participation in the Program is terminated, I will be solely responsible for the cost of return travel.

INFORMED CONSENT: I have been informed and I understand that the Activity in which I am participating involves overnight travel. I am aware that travel, including overnight travel and accommodations, involves certain risks, including but not limited to: serious personal injuries, illness, assault, property damage and theft, or even death as a consequence. These injuries may be the result of my own actions or inactions or those of others, conditions of transportation or accommodations, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

ASSUMPTION OF RISKS: I understand and acknowledge that there are potential dangers incidental to my participation in, and travel for, the Activity, including risks of damage, bodily injury, illness, disability, and possibly death as described throughout this Agreement. The risks may result from the acts of others, from use of transportation and overnight accommodations, or

organization of or unavailability of emergency medical care. I understand that these potential risks include, but are not limited to: travel to and from New York City via common carriers, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees (as defined herein), and that there may be other risks not known to me or not reasonably foreseeable at this time.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THE RISKS SOLELY ARISE FROM THE RELEASEES' (AS DEFINED HEREIN) NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT and I assume full responsibility for my participation in the Activity.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Westminster College, including its governing board, trustees, directors, officers, employees, and any Participants, agents or volunteers acting at Westminster College's direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED SOLELY BY THE RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, INCLUDING OVERNIGHT STAY, TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY LOCATION ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.**

I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

Westminster College expressly disclaims liability for actions of third parties, which includes but is not limited to Participants, agents or volunteers who are not acting under the direction and control of Westminster College. I, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS SOLELY CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS**

NEGLIGENCE OR INTENTIONAL MISCONDUCT.

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or death to me, including but not limited to any injury resulting from my own negligence, gross negligence or intentional misconduct during or related to the Activity, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Activity except for medical costs arising from an injury that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury I sustain that is not the result of Releasees' negligence, gross negligence or intentional misconduct.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Activity [nor while traveling for the Activity]. In the event of any medical emergency, I (initial one) do____/do not____ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Westminster College personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I further understand that in the event that I experience any condition requiring emergency medical treatment, Westminster College may direct that I be transported to the hospital for such care.¹

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Activity, I am doing so independently and that I am not an employee or agent of the Westminster College. I understand and agree that as a non-employee that I am not entitled to receive

¹[NOTE: In the event that a Participant expressly declines medical treatment on the waiver, an officer at the institution should immediately have a conversation with the Participant to ensure that the Participant fully understands the risks of declining medical treatment. The Participant should also be informed that if he or she reasonably appears to be experiencing an emergency medical condition, the institution will transport the Participant to the hospital.

In the event that a Participant who has declined medical treatment experiences an injury or medical condition that appears to require emergency treatment, the institution should transport the Participant to the hospital's emergency room. Such transportation is authorized under the federal Emergency Medical Treatment and Active Labor Act (EMTALA), which mandates medical screening examination and treatment for all patients presenting to an emergency department with an emergency medical condition. Neither parental nor patient consent may be needed for such care. Moreover, once the Participant is at the hospital, the institution should ensure that the examining health care provider (not the institution) fully explains the risks of not proceeding with treatment to the Participant. The treating physician should also document the Participant's refusal of medical treatment in writing. If the Participant is comatose and unable to decline medical treatment but previously declined medical treatment in his or her waiver, he or she should also be transported to the emergency room.]

compensation or any other employee benefit from Westminster College for my participation in the Activity.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Pennsylvania.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

Date: _____

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Received by:

Date: _____

(Signature)

(Printed Name of Institution Official)

EMERGENCY CONTACT FORM

The information provided on this form will allow your emergency contact to be quickly informed in the case of an emergency and alleviate unnecessary concern. The information you provide is **voluntary**.

Personal Details

Full Name: _____

Home Address: _____

Home Phone: _____ Mobile Phone: _____

Email: _____

Date of Birth: _____

Person to Contact in an Emergency

Name: _____

Address: _____

Primary Phone: _____ Alternate Phone: _____

Email: _____
