

**THE UNIVERSITY OF SCRANTON**  
**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_ currently residing at \_\_\_\_\_  
Name Address

acknowledge that I am a student at THE UNIVERSITY OF SCRANTON, Scranton, PA (“University”) and desire to participate in the faculty-led course entitled Biology 184 – Special Topic: Extreme Physiology, NEPA Edition, a course sponsored by The University of Scranton Department of Biology (“Academic Course”) offered by the University of Scranton (“University”) from July 11, 2016 through August 8, 2016, on location in northeastern Pennsylvania. I agree to the following:

1. Transportation.

I understand and acknowledge that The University of Scranton will be providing transportation throughout the Academic Course from July 11, 2016 through August 8, 2016. I also understand and acknowledge that in the event that I travel in my own personal vehicle or with another individual, I agree that I am responsible for my own acts and for the safety and security of my own vehicle. I accept full responsibility for the liability of myself and my passengers, and I understand that if I am a passenger in a private vehicle, the University is not in any way responsible for the safety of such transportation. I further agree that the University’s insurance does not cover any damage or injury suffered in the course of traveling in a private vehicle.

2. Waiver of University Liability for Risks and Dangers.

I acknowledge and understand that there are certain dangers, hazards and risks inherent in travel and in the course work, which include prolonged bouts of exercise, all of which are an essential part of this Academic Course, including but not limited to accidents, personal injury and property damage. I understand the risks involved in this activity and expressly assume those risks.

3. Participant Responsibility for Medical Needs.

There are no health-related reasons or problems which preclude or restrict my participation in this Academic Course. I understand that the University cannot be and is not responsible for attending to my medical or medication needs, that I assume all risk and responsibility therefore, and that if I am required to be hospitalized during or as a result of this Academic Course, the University cannot and does not assume any legal responsibility for payment of such costs. I hereby give permission to Dr. Terrence E. Sweeney and Tara Fay to authorize emergency medical treatment or hospital treatment as necessary, and to send me home for health reasons if necessary.

4. Assurances.

I assure officials of the University that I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in this Academic Course. I further assure that there are no health-related reasons which preclude or restrict my participation.

5. Student Code of Conduct.

I acknowledge that during the course of this Academic Course, I am bound by the University of Scranton Student Code of Conduct and the Drug and Alcohol Policy and that the University’s jurisdiction in disciplinary matters extends to any conduct that violates the Student Code of Conduct, or that adversely affects the University community, the University’s reputation and/or the pursuit of its mission and objectives regardless of whether it occurs on University property or elsewhere.

6. Indemnification.

In consideration of my participation in the Academic Course, I hereby assume all risks of injury or death, or damage to person or property, arising out of or in any way relating to my

participation in the Academic Course, and I hereby waive, release and forever discharge and agree to indemnify and hold harmless Terrence E. Sweeney, Tara Fay, and their heirs, executors, administrators and assigns and the University of Scranton, its trustees, officers, agents and employees and their heirs, administrators and assigns, of and from any and all actions, causes of action, suits, damages, claims and demands whatsoever which I may now have or may acquire out of or in any way relating to my participation in the Academic Course.

7. Governing Law, Forum.

I further agree that this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Academic Course. The term and provisions of this Agreement shall be severable, so that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

8. General.

I certify that I am at least 18 years of age, in good physical and mental health, and that I have no special medical or physical conditions, nor any special needs or requirements, which would impede participation in the Academic Course, nor be of any harm or inconvenience to myself or the other participants. The Agreement becomes effective when both parties have signed below. I understand that this Agreement and all other Academic Course materials constitute the entire agreement between the University and myself with reference to the subject matter referred to herein. This Agreement cannot be changed or altered without a writing signed by both parties. I hereby state that I have read and understand the foregoing.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature of Parent \_\_\_\_\_  
Required if Student is under 18 years of age

ACCEPTED ON BEHALF OF THE UNIVERSITY

By \_\_\_\_\_  
Terrence E. Sweeney, PhD  
Department of Biology  
The University of Scranton

Date \_\_\_\_\_