

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 395-Extreme Physiology, a Travel Course sponsored by The University of Scranton Department of Biology (“Academic Course”) offered by The University of Scranton (“University”) from January 1, 2019 through January 25, 2019, on location in Arizona. I agree to the following:

1. Waiver of University Liability for Risks and Dangers.

I acknowledge and understand that there are certain dangers, hazards and risks inherent in interstate travel and in the course work, which include prolonged bouts of exercise while exposed to the desert environment and extreme changes in altitude, 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.

2. 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 Sweeney and Tara Fay to authorize emergency medical treatment or hospital treatment as necessary, and to send me home for health reasons if necessary.

3. Disclaimer of University Responsibility.

I understand that the University in no way represents, or acts as agent for, the transportation carriers, hotels, and other suppliers of services connected with the Academic Course. I further understand and agree that the University, its trustees, officers, employees and agents are not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any company or person engaged in providing or performing any of the services involved in this Academic Course; not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

4. University’s Rights.

The University reserves the right to cancel without penalty the offering and conduct of the Academic Course and the right to withdraw any part of the Academic Course and to make any alternations, deletions or modifications in departure dates, the itinerary and/or the Academic Course as deemed necessary by the University or by the Course Faculty as agent of the University.

5. Other Participant Responsibilities.

I understand that in the event of cancellation or changes being made, refunds will be given in accordance with the provisions of the policy explained in the Academic Course materials. I understand that if I wish to cancel my reservation in the course, I must do so in writing. The refund to which I will be entitled will be as outlined in the Academic Course materials and further explained by the Course Faculty.

Initial _____

6. Potential Travel and Accommodation Problems.

I am aware of the behavior expected of me while participating in this Academic Course. I know that there is certain behavior that is unacceptable and could lead to possible disruption of my participation in the Academic Course. Such behavior shall include time when in the company of other Academic Course members and when I may be physically separated from Academic Course members. Dr. Sweeney has the authority to send me home for behavior reasons. I also acknowledge and understand that should I have or develop legal problems, I will attend to the matter personally with my own personal funds. The University is not responsible for providing any assistance under such circumstances.

7. 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.

8. 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.

9. General.

I certify that I am at least 18 years of age, and am not aware of circumstances 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.

PARTICIPANT

Signature

Printed Name

Date

ACCEPTED ON BEHALF OF THE UNIVERSITY

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

Date