LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

1. I understand that Elmira College does not require my participation in the Summer Pre-College Program at Elmira College (hereafter called “Activity”) on July 26 - August 8, 2015 and that my participation in the Activity is totally voluntary. I understand that Elmira College is not responsible for any theft, damage or loss to my personal property while participating in the Activity. I understand that alcohol and drugs (any substance use) are strictly prohibited during the Activity and that the Elmira College Student Conduct Code must be adhered to at all times during my participation in the Activity.

2. I acknowledge that I have reviewed and that the Participant has agreed to obey all rules, regulations, instructions, and expectations as set forth in the guidelines provided as an attachment to this release (“Rules and Regulations for Student Behavior”) by Elmira College. Participants are required to attend an orientation session to be held on the opening day of the program as indicated above. Participant also agrees to abide by all rules, regulations, and instructions provided during this orientation session.

3. I fully understand and appreciate the damages, hazards, and risks inherent in activities associated with the Activity, in transportation to and from the Activity, and in any actions I undertake during the time period which are or are not part of my direct participation in the Activity, which dangers include but are not limited to bodily injury, including sprains, strains, contusions, broken bones, injuries sustained while housed in College residence halls, and in traveling around the campus and participation in College-sponsored off-campus field trips or College-sponsored on-campus classroom activities, and serious or even mortal injuries, including death, property damage, accident, delay, sickness, acts of terrorism, government intervention and acts of God. Other risks may include but are not limited to event schedule changes or cancellations.

4. Knowing the dangers, hazards, and risks of such activities and being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representatives, or administrators, I the undersigned, agree to assume all risks and responsibilities surrounding my participation in the Activity, transportation to and from the Activity, and I hereby release, waive, and forever discharge, and covenant not to sue Elmira College, its governing board, officers, agents, employees, and students acting as employees (hereafter called “Releasees”), from and against any and all liability for harm, injury, damage, delays, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or any property belonging to me, whether caused by negligence or carelessness of Releasees, or otherwise, while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity is conducted.

5. I understand and agree that Releasees have no medical personnel at location of the Activity. I understand and agree that Releasees are granted permission to authorize emergency medical or dental treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for injury or damage which arises out of or in connection with authorized emergency medical or dental treatment.
6. It is my express intent that this Release shall bind me, members of my family, if I am alive, and my estate, family, heirs, administrators, personal representative, or assigns, if I am deceased, and shall be deemed as a “release, Waiver, Discharge and Covenant Not to Sue” the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family arising out of my participation in the Activity.

7. In signing this Release, I acknowledge and represent that I have fully informed myself of this waiver’s content and hold harmless agreement by reading it before I sign and understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand the risks of participating in the Activity but want to do so despite possible dangers and risks and despite this Release.

8. In signing this release, I state that I have no health related reasons or problems which preclude or restrict my participation in Activity, that I have adequate health insurance necessary to pay any medical costs that may be attendant as a result of injury to me, that I am fully competent to sign this Agreement, and that I execute this release for full, adequate, and complete consideration fully intending to be bound by same.

9. I agree that this release shall be construed in accordance with the laws of the State of New York and the County of Chemung. If any term or provision of the Release shall be held illegal, unenforceable, or in conflict with any law governing this Release with the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this release this _____ day of __________, 20__.

Participant's Signature ___________________________________________ Date __________

Witness' Signature* ___________________________________________ Date __________

Participant's Name (please print) ________________________________

Witness' Name* (please print) ________________________________

Participant's Phone Number (including area code) ________________________________

Participant's Street Address __________________________________________

City ________________________________ State ________________________________ Zip __________

*Teacher or Guidance Counselor Preferred

Signature Below Required if Participant is under age 18

Parent/Legal Guardian Signature ___________________________________________ Date

Parent/Legal Guardian Name (please print) ________________________________

Parent/Legal Guardian Phone Number (including area code) ________________________________

Parent/Legal Guardian Street Address __________________________________________

City ________________________________ State ________________________________ Zip __________