

HOPE COLLEGE
ASSUMPTION OF RISK AND RELEASE FORM
OFF-CAMPUS PROGRAMS

THIS IS A LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING.
PLEASE COMPLETE ALL OF THE REQUESTED INFORMATION.

This document pertains to the following program or activity (the "Program") which is either sponsored by Hope College (the "College") or other entity (the "Sponsor").

Name of Program: _____ Faculty/Group Leader: _____

Name of Student: _____ Student's Date of Birth: _____

Location(s): _____ Approximate Date(s): _____

In consideration of the opportunity to participate in the above-identified off-campus program or activity, the undersigned has read, understands, and agrees to the following:

1. **Certification of Health Insurance Coverage.** I am presently covered by standard health insurance providing for medical treatment, and such insurance will be fully effective during the entire period of my participation in the Program. My health insurance information is as follows:

Name of the insuring company: _____

Address: _____

Group number of the policy: _____ My individual policy number: _____

2. **Emergency Contact Data.**

• Primary Contact Name _____ Relationship to You _____

Daytime Phone _____ Evening Phone _____

• Secondary Contact Name _____ Relationship to You _____

Daytime Phone _____ Evening Phone _____

3. **Voluntary Participation.** I am a student at Hope College and request permission from Hope College to participate in the Program. I understand that I have voluntarily and freely elected to participate in this Program, and that I am not required to do so.

4. **Risks of Program.** I understand that all travel, including travel associated with the Program, involves some risk, and I voluntarily agree to assume all the risks, expected or unexpected, that are inherent with domestic and foreign travel. Some of these risks include, but are not limited to, the following:

- The hazards of travel by airplane, boat, train, bus, car, or other forms of transportation;
- Different or unstable social or economic conditions;
- Local health and weather conditions;
- The potential of criminal or injurious acts by others, including terrorism;
- Physical exertion or emotional distress associated with length of travel or activities undertaken while off-campus;
- Exposure to infectious, communicable, and other diseases;
- Loss of personal property;
- Injury resulting in serious, permanent physical injury, or even death, resulting from accident, natural disasters or acts of God; from strikes, war, insurrection, civil unrest, quarantine or government restrictions; or from medical care or treatment received while abroad;
- Lack of competent medical services;
- Any other risks that are associated with participation in the Program

I hereby assume all risks and responsibilities surrounding my participation in the Program.

5. **Assumption of Medical and Health Obligations.** I have consulted with a medical provider and/or counselor with regard to my personal medical and mental health needs. There are no health-related reasons or problems that preclude or restrict my participation in this Program. I recognize Hope College is not responsible for attending to any of my medical or medication needs, and I assume all risk and responsibility during my participation in the Program. I have arranged for disability-related accommodations through the College's Disability and Accessibility Resources office or otherwise, as appropriate, and I understand the limitations of the Program location. Hope College and/or the Program Sponsor, and all of their respective officers, trustees, agents, and employees are authorized (but are not obligated) to take any actions (including notification of my parents or guardian) they consider to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release Hope College and/or the Program Sponsor, and all of their respective officers, trustees, agents, and employees from any liability for any such actions or for payment for such authorized treatment.

6. **Release and Indemnification.** Knowing and understanding the risks associated with the Program and described above, and in consideration of Hope College allowing me to participate in the Program, I hereby release Hope College, their respective officers, trustees, agents, and

employees from any and all liabilities, claims, or demands for damages for personal injury, disability, death, property loss or damage, or other loss of any kind that I may sustain as a result of my participation in the Program, whether such loss results from the negligence of such released parties or otherwise. I further agree to indemnify and hold harmless Hope College, its officers, trustees, agents, and employees from any and all loss, liability, damage, or costs that it or they may incur as a result of my participation in the Program or arising from any of my acts or omissions, including reasonable attorneys' fees.

7. **Compliance with Rules and Policies.** I agree to comply with all the rules, regulations, and policies of Hope College or other Program Sponsor, including those applicable generally and those pertaining specifically to the Program. I acknowledge that the Program director or other authorized officials may from time to time establish rules and policies for the Program which may be announced orally or in writing. I understand that each state and/or country has its own laws and standards of acceptable conduct, including those related to dress, manners, morals, politics, illegal drug use, and behavior. I recognize that conduct which violates those laws or standards could harm Hope College's relations with those countries and the institutions therein, as well as my own health and safety. I will become informed of and abide by all such laws and standards for each location to or through which I will travel during my participation in the Program. I recognize that the Program director is authorized to determine the fitness of any student to continue participation in the Program, and that the Program director may do so based on his or her discretion. The Program director may also implement individual discipline in his or her discretion. If I am requested to leave the Program by an authorized representative of Hope College because of my failure to comply with the requirements of this paragraph, I will do so. In the event my participation in the Program is terminated by Hope College, I consent to being sent home at my own expense of my return home. If a matter arises that may be in violation of the Hope College Student handbook, I understand that the matter will be brought to the attention of the office of the dean of students.
8. **Program Changes.** Hope College and/or the Program Sponsor has the right to make cancellations, substitutions, or changes in the case of emergency or changed conditions, including the level of participant interest in the Program. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, sickness, weather, strikes, or other unforeseen causes. I understand that Hope College and/or the Program Sponsor is not responsible for any such disruptions in the Program, nor for any consequent expenses I may incur. If I become detached from the Program group, fail to meet a departure buss, airplane, boat, train, or other transit, or become sick or injured, I will at my own expense and risk, seek out, contact, and reach the Program group at its next available destination. I acknowledge that I have been advised of the availability of "trip insurance," which I may elect to purchase at my own cost, to reimburse any losses (for example, for medical evacuation) which I may suffer due to unexpected cancellation or early termination of my participation in the Program; I understand, however, that such insurance coverage does not extend to reimbursement for tuition paid to Hope College.
9. **Medical Treatment Authorization.** I agree that I will be responsible for ascertaining and attending to my own health and medical needs at all times during my participation in the Program. Hope College and/or the Sponsor, and all of their respective officers, trustees, agents, and employees are authorized (but are not obligated) to take any actions (including notification of my parents or guardian) they consider to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release Hope College and/or the Sponsor, and all of their respective officers, trustees, agents, and employees from any liability for any such actions or for payment for such authorized treatment.
10. **Binding Agreement.** I acknowledge that this agreement will bind members of my family, my spouse, heirs, assigns, and personal representative.
11. **Governing Law and Jurisdiction.** The agreement will be construed under the laws of the State of Michigan and I agree that any lawsuits filed under or incident to this agreement or to the Program shall be brought in the state of Michigan.
12. **Severability.** In the event that any part of this agreement is deemed unlawful, void, or otherwise unenforceable or invalid by a competent tribunal, then to the extent possible, such provision shall be rewritten so as to make the provision enforceable to the maximum extent permitted by law. If the provision is not enforceable at all, then only that unenforceable provision shall be voided and severed from the remainder of this agreement. The remainder of this agreement shall remain in full effect and shall be interpreted and enforced to the maximum extent permitted by law.
13. **I UNDERSTAND THAT THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND IS INTENDED TO HAVE A BINDING EFFECT UPON MY SUBSTANTIVE LEGAL RIGHTS. I REPRESENT THAT I HAVE READ THIS STATEMENT CAREFULLY AND THOROUGHLY; I UNDERSTAND AND AGREE TO ALL OF THE TERMS STATED ABOVE; AND, I HAVE EXECUTED THIS STATEMENT VOLUNTARILY.**

Signature of Student: _____

Date: _____

Printed Name of Student: _____

Student's Date of Birth: _____

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If Student is under 18 years of age:

I (a) am the parent or legal guardian of the above Student; (b) have read and understand the foregoing Release Form (including such parts as may subject me to personal financial responsibility); (c) am and will be legally responsible for the obligations and acts of the Student as described in this Release Form; and (d) agree, for myself and for the Student, to be bound by its terms.

Signature of Parent/Guardian: _____

Date: _____