

Baruch College Off-Campus Travel Waiver and Release

Baruch College ("College") of The City University of New York believes that participation in organized; off-campus activities by its students can be an important part of a student's learning experience. Off-campus activities may, however, involve certain risks, both to the participating students and to the College/University. In order to participate, each student must read carefully, complete, and sign this Travel Waiver and Release document and submit it to the Trip Leader prior to the Activity.

Description of Activity: _____

Destination of Trip: _____

Dates of Activity: _____

Chaperone/Trip Sponsor: _____

Affiliation to Organization/College: _____

To Be Completed by the Student (please print legibly)

Name: _____
(Please print legibly)

CUNY Id: _____

Cell Phone: () _____

In case of emergency, notify:

Name: _____

Relationship: _____

Phone number: () _____

I wish to participate in the Activity, and in consideration for being permitted to participate in the Activity, I hereby represent and agree as follows:

1. I understand that participation in the Activity involves risks and hazards not found in study at the College, including risks involved in traveling, and I have sought and obtained information and advice that I feel are necessary and appropriate. I am fully aware of and voluntarily assume the risks and hazards connected with participating, and I hereby voluntarily elect to participate in the Activity. I acknowledge, accept, and assume all such risks, whether or not foreseeable and whether or not caused by the negligent or intentional acts or omissions of others, and elect voluntarily to participate in the Activity.
2. Knowing these risks and hazards, and in consideration of being permitted to participate in the Activity, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Activity. I understand that, although the University has made every reasonable effort to assure my safety while participating in the Activity, there are unavoidable risks, and I hereby release and promise not to sue the City of New York, the State of New York, the College, the University, and the officers, employees or agents of any and all of them ("Released Parties") for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Activity, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, employees, or agents of any of them. It is my express intent that this Release bind my heirs, assigns, and personal representatives.

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3. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release, I have the right to consult with the adviser, counselor, or attorney of my choice.
4. I will become informed of and conform my conduct to the standards surrounding the Activity and assume responsibility for my actions, understanding that the circumstances of an Activity may require a standard of behavior that may differ from that applicable on campus. I will comply with the University's rules, standards, and instructions, for student behavior, including the College's Code of Student Conduct and the Henderson Rules of Public Order. I acknowledge and understand that my compliance is important to the success of the Activity and to the University's/College's willingness to permit future similar activities. I waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions.
5. I agree that the University has the right to enforce the standards and conduct described herein, in its sole judgment, and that it may impose restrictions, up to and including removal and termination from the Activity, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of the College, the University, the Activity or other participants. If I am terminated from the Activity, I consent to going home at my own expense with no refund of fees.
6. I have no health-related reasons or problems that preclude or restrict my participation in the Activity. I have or will obtain and maintain health, accident, disability, hospitalization, and travel insurance as I deem necessary to participate in the Activity, and I will be responsible for the costs of such insurance and for any expenses not covered by insurance.
7. I have disclosed to the College any physical, mental, and emotional conditions or problems that might impair my ability to participate in the Activity, and I hereby release the University and its trustees, officers, employees, agents, and representatives from any and all claims, demands, injuries, damages, losses, actions, causes of action, or expenses whatsoever arising out of my failure to disclose such conditions or problems.
8. The University may, but is not obligated to, take any actions regarding my health and safety that it considers to be warranted under the circumstances. I hereby authorize the University to make such decisions as may be necessary if it is unable to reach the Emergency Contact Person named above. I agree to pay all expenses relating thereto and release the University from any liability for any such actions.
9. I will assume full financial responsibility for all costs and expenses incurred by me in connection with the Activity, including, without limitation, financial responsibility for damage or destruction to property of third parties.
10. I will not hold myself out as having the power or authority to bind or create liability for the College or the University.
11. I agree that should any provision or aspect of this Release be found to be unenforceable, that all remaining provisions will remain in full force and effect.
12. This Release represents my complete understanding with the College and the University concerning their responsibility and liability for my participation in the Activity. It supersedes any previous or contemporaneous understandings I may have had with the College or the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.
13. Check one: ___ I am at least eighteen years old.
 ___ I am not yet eighteen years old, so I have secured the signature of my parent or guardian (see next page) as well as my own.

I have read this Waiver and Release carefully, and I am signing it voluntarily.

Date: _____

Signature: _____

Description of Activity: _____

Destination of Trip: _____

Dates of Activity: _____

Chaperone/Trip Sponsor: _____

Affiliation to Organization/College: _____

IF APPLICANT IS UNDER THE AGE OF 18, PARENT OR LEGAL GUARDIAN MUST COMPLETE AND NOTARIZE THE FOLLOWING:

I, _____:

print full name

- (a) am the parent or legal guardian of the Student who signed this Waiver and Release Agreement;
- (b) have read this Waiver and Release Agreement (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 Applicant as described in this Release; and
- (d) agree, for myself and for the Applicant, to be bound by its terms.

Signature of Parent or Guardian

STATE OF _____)

) ss.:

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____

_____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same.

Notary Stamp

Notary Public