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Travel Waiver - Off-Campus Activity

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Travel Waiver - Off-Campus Activity

Abstract

PARTICIPATION AGREEMENT, AUTHORIZATION AND LIABILITY RELEASE, WAIVER, DISCHARGE AND AGREEMENT NOT TO SUE

Keywords

waiver, sue, travel, off-campus travel



**PARTICIPATION AGREEMENT, AUTHORIZATION AND LIABILITY RELEASE, WAIVER,
DISCHARGE AND AGREEMENT NOT TO SUE**

I, _____, desire to participate in the [INSERT NAME OF ACTIVITY OR PROGRAM] being held from [INSERT DATES] on location in [INSERT LOCATION OF ACTIVITY/PROGRAM] (the "Program") and, in consideration of being allowed to participate in the Program, I hereby agree and certify as follows:

1. I shall be solely responsible and liable for (i) arranging transportation and accommodations to my satisfaction, (ii) obtaining adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of any injury I may suffer, and (iii) paying all other costs and expenses related to my participation in the Program. Kean University ("Kean") shall (i) serve only in a capacity of assisting in making arrangements for transportation, accommodations and other services and products to be provided by others in connection with the Program, and (ii) in no way represent, act or serve as an agent or representative for any travel services company, transportation carrier, hotel, and/or other supplier of products or services connected with this Program; (iii) not accept any responsibility or liability for any injury, damage, loss, accident, delay or other irregularity which may be caused by any company or person engaged in providing or performing any of the products or services involved in this Program, (iv) not accept any responsibility or liability for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and (v) not accept any responsibility or liability for any cancellation or disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom. I further understand that such transportation, accommodations and other services and products are subject only to the terms and conditions under which they are provided by such other parties. I acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in the accommodations, means of transportation, other products or services, or sickness, weather, strikes, hostilities, wars, natural disasters or other such causes.

2. I am fully informed and understand that domestic travel and participation in off-campus activities involves some risk to person and property. On behalf of my spouse, family, heirs, and personal representative(s), I voluntarily agree to assume all of the risks and responsibilities surrounding my participation in the Program, the transportation, and in any independent or unsupervised activities undertaken as an adjunct thereto, expected or unexpected, including, but not limited to, travel cancellation or delays, property damage and loss, bodily injuries, sickness, disease and death. I acknowledge and agree that I am aware of or have been warned of such risks, and I have been advised to take appropriate action and to govern myself accordingly.

3. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Program, on behalf of myself, my family, heirs, and personal representative(s), I agree to forever discharge, hold harmless, release and covenant not to sue the State of New Jersey, Kean University and its respective trustees, agents, officers and employees (referred to collectively as “Kean”) from any and all claims, demands, or causes of action for any injury, death, damage, cost, expense or loss of any kind sustained by me while participating in the Program. I, on behalf of myself, my spouse, family, heirs, and personal representative(s), also hold harmless, release, and agree to indemnify the State of New Jersey and Kean with regard to any financial obligations or liabilities of any kind that I may incur personally or any loss or damage resulting from my participation in the Program.

4. I shall comply with all applicable laws of any jurisdiction in which I may travel and all policies of Kean including, but not limited to, its alcohol and drug free policies and Student Code of Conduct, while participating in the Program. If my participation in the Program is at any time deemed detrimental to the Program or its other participants, as determined by Kean in its sole discretion, I understand that I may be expelled from the Program with no refund of monies paid. In the event of expulsion, I agree to be sent home at my own expense or the expense of one or both of my parents or guardians. Except for those periods designated as free time, I agree at all times to remain under the supervision of Kean and will comply with its rules, regulations, standards and instructions. I waive and release any and all claims against Kean arising out of my failure to remain under such supervision to comply with any such rules, regulations, standards and instructions.

5. I acknowledge and understand that should I have or develop legal problems during the Program, I will attend to the matter personally with my own personal funds. Kean will not be responsible for providing any assistance under such circumstances.

6. It is my further understanding and I agree that Kean is not responsible for any injury, death, damage, or any loss whatsoever sustained by me during any period of independent travel or unsupervised travel or activities, which I understand is at my own expense and may be arranged by me separate from the Program, or during my absence from the Program or other supervised activities. On group tours, field trips, excursions, or other activities arranged by Kean, I will accept the will of the majority whenever a matter of choice is presented to the group. I understand that from time to time, Kean publicity material may include statements made by its students, or their photographs, or both and I consent to the use of my comments and photographic likeness. I understand that Kean reserves the right to withdraw any part of the Program or make any alterations, deletions or modifications in the Program as may be required.

7. All references in this Agreement to Kean include, but are not limited to, all officers, directors, staff members, campus directors, chaperones, program leaders, employees, faculty members, advisors, and agents. All references to a “parent” shall include the legal guardian or other adult responsible for me.

8. I assure Kean that I have consulted with a medical doctor with regard to my personal medical needs such that I can, and do further state that there are no health-related reasons or problems which preclude or restrict my participation in this Program. I further represent that I am aware of all my

applicable personal medical needs, as well as having arranged for adequate hospitalization/medical insurance to meet any and all needs for payment of hospital costs while undertaking this Program. I understand and agree that Kean is granted permission to authorize emergency medical treatment, if necessary, and that such action by Kean shall be subject to the terms of this Agreement. I understand and agree that Kean assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Other than potentially authorizing emergency medical treatment, I agree that Kean cannot be and is not responsible for attending to my medical or medication needs, that I assume all risk and responsibility therefor, and that if I am required to be hospitalized during this Program, Kean cannot and does not assume any legal responsibility for payment of such costs.

9. It is my express intent that this Agreement shall bind myself, the members of my family and spouse, if I am alive, and my spouse, family, estate, heirs, administrators, personal representatives or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue Kean. I agree to save and hold harmless, indemnify, and defend the State of New Jersey and Kean from any claim demand, or cause of action by myself, my spouse, family, estate, heirs, administrators, personal representatives or assigns, arising out of my participation in the Program.

10. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings and negotiations, regarding this subject matter. This Agreement (i) may not be amended, by course of conduct or otherwise, and (ii) may not be assigned in whole or in part, except in writing duly executed by Kean and me. I further agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey, including but not limited to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

11. In signing this Agreement, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document of my own free act and deed. I understand that Kean does not require me to participate in this Program, but I want to do so, despite the possible dangers and risks and despite this Agreement. I further state that I am at least eighteen (18) years of age, or, if not, that I have secured below the signature of my parent or guardian as well as my own, and fully competent to sign this Agreement; and that I execute this agreement and release for full, adequate, and complete consideration fully intending to be bound by the same, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury of me.

THIS AGREEMENT INCLUDES A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

Participant Name (Print): _____

Signature: _____ Date: _____

I certify that I am the parent or legal guardian of the above participant, that I have read the foregoing Agreement. I join in each and every part of the Agreement (including such parts as may subject me to personal financial responsibility for the participant), and release any claim that I may have against Kean, both on my own behalf and in my capacity as legal representative of the participant, including without limitation any claim arising as a result of the participant's leaving the supervision of Kean.

Name of Parent or Guardian (Print): _____

Signature: _____ Date: _____