ASSUMPTION OF RISK, INFORMED CONSENT AND RELEASE OF LIABILITY

Name of Activity/Course: New Student Orientation

Dates of Activity/Course: August 15-18, 2020

(Beginning Date) (Ending Date)

Release executed by Participant:

I, the undersigned, have chosen to participate in the above named Activity/Course and do so in full recognition and appreciation of the dangers and hazards inherent in the Activity/Course. I understand and acknowledge that the term "participation" is defined as any and all activities related directly or indirectly to the Activity/Course, including, but not limited to, transportation to, from and during the Activity/Course. I hereby voluntarily agree to assume all associated risks and responsibilities to which I may be exposed during my participation in the Activity/Course.

I have been provided verbal and/or written information that describes the Activity/Course and its inherent dangers, hazards, and possibilities of injury or damage. A copy of my signed Acknowledgment of Risk and Informed Consent is attached. In addition, informational seminars have been offered to answer and address any questions or concerns prior to participation. I acknowledge that I have been given instructions and guidance. While I agree to act in a reasonable manner and to follow instructions when provided, my failure to do so, whether by accident or design, does not change, alter or void my intention to assume all risk and responsibilities associated with the Activity/Course nor does it change, alter, or void my intention to release Westminster College as set forth below.

I do, for myself, my heirs, successors, assigns, and personal representative(s), hereby agree to release Westminster College, its Board of Trustees, officers, agents, employees, and volunteers from any and all liabilities, claims, demands or actions, whether in law or in equity and whether in tort, including negligence, or in contract, on account of any property or personal losses, damages and expenses, including reasonable attorney fees, or on account of personal injury, death, or emotional distress which may result, directly or indirectly, from my participation in this activity/course, unless any such damage or injury is primarily the direct result of gross negligence or intentional misconduct of Westminster College or any of its officers, employees, volunteers, or lawful agents and not caused in part by my own negligence.

It is my intention and I do hereby agree to be financially responsible for any property damage/loss or injuries, physical, mental or emotional, that I may suffer. I acknowledge and understand that Westminster College carries no insurance for personal injury, illness or property damage/loss.

In addition, I assume full responsibility for all risks associated with my own health problems and physical or emotional limitations. Should I require emergency medical treatment as a result of accident or illness, I consent to such treatment. I understand and agree that Westminster College is not responsible for any illnesses or their consequences that may occur. I agree to be financially responsible for any medical bills incurred while participating in the Activity/Course, including, but not limited to, transportation to a health care provider. I represent that I am physically, mentally, and emotionally able, with or without accommodation, to participate in the Activity/Course. I understand and agree that if I have any mental or physical health factors or disabilities, including medications, which may affect me and my ability to participate, I have the responsibility to provide Westminster College with all necessary information and a statement from my health care provider stating that I am fit to participate in the Activity/Course prior to the beginning date of the Activity/Course. I further represent that I have or will have acquired all immunizations that may be necessary.

I acknowledge and understand that the Westminster College has the right and the discretion to make changes to the agenda, plans or itinerary of the Activity/Course, as the College sees fit. I understand that I may or may not be traveling with a Westminster staff or faculty member for this activity/trip.

I acknowledge and understand that some services provided in connection with this Activity/Course, including any additional short trips or activities which may be offered at the destination, are rendered by suppliers who act as independent contractors and not as agents or employees of Westminster College. Accordingly, I, for myself, my heirs, successors, assigns, and personal representative(s), release and hold harmless Westminster College, its
agents, employees, and volunteers from any and all claims, demands, liabilities, losses, suits or any other action or claim, of any kind, whether in law or in equity and whether in tort, including negligence, or in contract, which may result from the offering of or in connection with these services.

I understand that I must abide by the standards of conduct and other policies as outlined and defined in Westminster College’s Student Handbook in place as of the date of this Activity/Course. I agree that Westminster College has the right to remove me from this Activity/Course at any time should my actions or general behavior, in the sole discretion of Westminster College, violate the College’s policies or standards, or impede, obstruct or diminish the progress or quality of the Activity/Course and further, that the College may impose sanctions as set forth in this Agreement and in the Student Handbook. I also understand and agree that if Westminster College removes me from this Activity/Course for any reason, I will be responsible for all costs to transport me from the Activity/Release and back to my residence.

I understand that if I choose to leave the above named Activity/Course prior to the scheduled ending date I do so in full recognition and appreciation of the dangers and hazards inherent in doing so. I hereby voluntarily agree to assume all associated risks and responsibilities to which I may be exposed by leaving early and/or traveling on my own.

This Agreement and Release, in its entirety, shall run to and be binding upon me and my heirs, assigns, and estate. It shall be governed by the laws of the State of Utah. Should any provision of this Agreement be found to be unenforceable, all remaining provisions will remain in full force and effect.

I HAVE READ AND I UNDERSTAND THE FOREGOING INFORMATION. I HEREBY AGREE TO ABIDE BY THE TERMS AND POLICIES OUTLINED HEREIN AND EXECUTE THIS ASSUMPTION OF RISK, INFORMED CONSENT AND RELEASE OF LIABILITY

on the ________ day of ___________________________ in the year ________.

Signature of participant: ___________________________ Date: ______________.

Address: ___________________________.

Telephone: ___________________________.

If Participant is less than eighteen years of age:

Parent/Guardian (print): ___________________________.

Signature: ___________________________ Date: ______________.

Address: ___________________________.

Telephone: ___________________________.

Person to Contact in the Event of an Emergency: ___________________________.

Relationship of Contact Person to Participant: ___________________________.

Address: ___________________________.

Telephone: ___________________________.
