

## CUNY OFF-CAMPUS ACTIVITY PARTICIPATION, WAIVER, AND EMERGENCY CONTACT FORM (DOMESTIC TRAVEL)

This form has been developed by the CUNY Office of the General Counsel (OGC) and shall not be altered or adapted except in the answerable fields without the approval from OGC.

### PART A- To be completed by the Trip Sponsor or Trip Chaperone and then distributed for completion by participating students

#### Description of Activity

Kingsborough Community 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 Off-Campus Travel Participation, Waiver, and Emergency Contact Form and submit it to the Trip Sponsor prior to the Activity.

Description of Activity: \_\_\_\_\_

Destination of Activity: \_\_\_\_\_

Date(s) of Activity: \_\_\_\_\_

Name of Trip Sponsor: \_\_\_\_\_ Affiliation of Trip Sponsor to College/University: \_\_\_\_\_

Name of Trip Chaperone: \_\_\_\_\_ Contact Telephone Number on Date(s) of Activity: \_\_\_\_\_

### PART B - To be completed and signed by the participating student and, if under 18, his/her parent or legal guardian:

#### Participation, Waiver and Release, and Emergency Contact Information

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:

except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, directors, employees, representatives, agents or affiliates of any of the Released Parties; or b) arising at a time when I am not under the direct supervision of University or that are caused by my failure to remain under such supervision.

#### ASSUMPTION OF RISK

1. I understand that participation in the Activity involves risks and hazards not found in study at the College. These risks can range from a) minor injuries such as bruises and strains, to b) major injuries such as broken limbs, loss of sight, neck or back injuries, heart attacks and concussions, to c) catastrophic injuries, including paralysis and death, and also include risks of damage to or theft of personal property, and risks involved in traveling to and within, and returning from, Activity sites. I understand that there may be other risks not known or reasonably foreseeable. I have sought and obtained information and advice that I feel are necessary and appropriate.

5. I have no known physical or health-related reasons or problems that preclude or restrict my participation in the Activity or I have disclosed to the College any physical, mental, and emotional conditions or problems, permanent or temporary, including special dietary and medication needs, or the need for visual or auditory aids that might impair my ability to participate in the Activity. I, for myself and on behalf of my family, heirs and personal representative(s), HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS each of the Released Parties FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER arising out of or related to any loss, damage or injury (including death) to me or others, or to any property belonging to me or others, caused by, deriving from, or associated with my failure to disclose to the College any such conditions, problems, or needs.

2. VOLUNTARILY ACCEPT AND ASSUME ALL OF THE RISKS IN PARTICIPATING IN THE ACTIVITY.

3. My participation in the Activity is voluntary.

#### OTHER REPRESENTATIONS

6. I will become informed of, and will abide by, all such laws and 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 generally and for the Activity, including the College's Code of Student Conduct, the Henderson Rules of Public Order, and the expectations for student behavior described in the CUNY Student Domestic Trip and Travel Guidelines (collectively, the "standards"). I agree to obey the laws of New York City, New York State, and the United States; the laws of the trip destination, and orders of the college, and its appointed representatives.

#### WAIVER OF LIABILITY

4. I, for myself and on behalf of my family, heirs and personal representative(s), HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS, The City University of New York (University), any student organization and/or related entity of CUNY that organized, sponsored and/or funded the Activity, the City of New York, the State of New York, and the officers, directors, employees, representatives, agents and affiliates of any and all of them ("Released Parties") FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER arising out of or related to any loss, damage or injury (including death) to me or others, or to any property belonging to me or others, a) caused by, deriving from, or associated with my presence at, participation in, or travel to or from the Activity, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS,

7. 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.

8. 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.

9. The University may, but is not obligated to, make any decisions and 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 and take such actions. I agree to pay all expenses relating thereto and release the University from any liability for any such actions.

10. Except for any University scholarships or similar funding, I am assuming 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.

11. I will not hold myself out as having the power or authority to bind or create liability for the College or the University.

12. This waiver and 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. I agree that this Release be construed in accordance with New York law. I agree that this Release will be binding to the fullest extent permitted by such law. If any part of this Release is held to be unlawful, that part will be limited only to the minimum extent necessary to comply with the law, and the validity of the remaining parts will not be in any way affected.

**I HAVE READ ALL OF THIS RELEASE AND I FULLY UNDERSTAND IT. I AM VOLUNTARILY SIGNING THIS RELEASE WITH THE INTENTION TO BE BOUND BY ITS TERMS. NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS NOT CONTAINED IN THE RELEASE HAVE BEEN MADE TO ME BY ANY OF THE RELEASED PARTIES.**

14. I am printing my contact information below:

**Name of Participant:** \_\_\_\_\_ **CUNY ID:** \_\_\_\_\_

**Local Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **Email address:** \_\_\_\_\_

15. I am printing my **emergency contact information** below:  
**In case of emergency, notify:**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_

**Phone number (day):** \_\_\_\_\_ **Phone number (evening):** \_\_\_\_\_

16. 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 (next page) as well as my own.**

17. OPTIONAL: I wish to voluntary disclose the following of any medical or health condition:

**I wish to participate in the Activity, I have read and completed this Off-Campus Activity Participation, Waiver, and Emergency Contact Form carefully, and I am signing it voluntarily.**

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

***If participating student completing and signing this form is under the age of 18, then the following page must be completed and signed by the student's parent or legal guardian.***

**IF STUDENT IS UNDER THE AGE OF 18, THEN THE STUDENT'S PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THE FOLLOWING:**

- 1.** I am the parent or legal guardian of the student named above who signed above on page two.
- 2.** I give my permission for my child to take part in the Activity described on the first page of this form with the understanding that there are potential risks associated with the Activity.
- 3.** I understand that the student is expected to behave responsibly and to follow the University's discipline code, policies and standards.
- 4.** I agree that in the event of an emergency injury or illness, the staff member(s) in charge of the Activity may act on my behalf and at my expense in obtaining medical treatment for the student.
- 5.** I have read this Off-Campus Travel Participation, Waiver, and Emergency Contact Form, and I confirm that the information provided by the student is accurate and complete.
- 6.** I am and will be legally responsible for the obligations and acts of the student as described in this form, (including such parts as may subject me to personal financial responsibility),
- 7. I agree, for myself and for the student, to be bound by its terms.**

Print First and Last Name of Parent or Guardian: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**If student is under the age of 18 and the Activity includes overnight stay(s), then the parent or guardian's signature must be notarized.**

STATE OF \_\_\_\_\_ )

)

ss.:

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public