This Waiver, Release and Indemnification Agreement ("Agreement" or "Release") is made as of _________________, 20__. The parties to this Agreement are (enter name) ________________________________ ("Participant" or "you") and Villanova University ("University"). The parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agree as follows:

Program. Participant has chosen to participate in the ________________________________ (hereafter "Program") during the approximate time period from October 10, 2014 to October 19, 2014.

Waiver and Release

1. Voluntary. Participant provides this Release voluntarily and will participate in the Program as a volunteer for no payment or other consideration or promise or expectation of payment or other consideration.

2. Assumption of Risk. Participant understands and agrees that travel (whether foreign or domestic and by air, water, rail, or other mode) presents risks to Participant and Participant’s property. These risks can involve, among other factors: unfamiliar or different terrain, road conditions, climate, food and drink, customs, laws, social and sexual mores, safety practices and regulations, communications, criminal and law enforcement activities, disability access, driving practices, disease risks, and health care. In particular, the Program may involve constructing and rehabilitating buildings and other construction related activities, working in University or mission site offices, living in housing provided for participants and providing health care related services. Participant is responsible for researching and evaluating the risks Participant may face, including reviewing the State Department Consular Information Sheets and Public Announcements at http://travel.state.gov. Participant understands that many of these risks are unpredictable, are wholly outside of the control of University and may change and increase beyond what is known, anticipated or expected. Participant is responsible for Participant’s actions. Any activities that Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with Participant’s approval and understanding of any and all risks involved. If applicable, this includes increased risks associated with the consumption of alcoholic beverages and loss, injury, or death from traffic accidents, assault, and theft. Initials ______

3. Release of Claims. Participant, Participant’s heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, will not hold liable and hereby release and discharge University, its officers, trustees, faculty, employees, agents, students, volunteers and representatives (hereafter “released parties”) from and waive any and all claims, which may arise from any cause whatsoever, including any negligent act or omission by the released parties. Participant further releases and discharges the released parties from responsibility for any accident, illness, injury including death, or any other consequences arising or resulting directly or indirectly from Participant’s participation in the Program. Participant recognizes and agrees that the released parties assume no responsibility for any liability, damage, or injury that may be caused by Participant’s negligence or willful acts committed prior to, during, or after participation in the Program, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person. You recognize that this Release means you are giving up, among other things, rights to sue the released parties for injuries, damages or losses you may incur. You also understand that this Release binds my heirs, executors, administrators and assigns, as well as yourself. Initials ______

4. Photo Release. Participant hereby fully releases the use of my image in the photograph(s) taken during the Program to University. The photographs may be used without restriction for the benefit of University in any and all publications and/or on the Web. I agree that all rights to the photograph(s) containing my image belong exclusively to University including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints of the photograph(s) containing my image throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of the following rights in the photograph(s): publication and sale of the photograph(s) in clothbound and paperback books; publication and sale of the photograph(s) in cards, posters, pictures, brochures, dramatic, motion picture, video, DVD (sight and sound), broadcast (television) and electronic, mechanical or visual reproduction rights (including intranet, internet, microfilm and computer) and admissions materials; and any and all future and other rights not specifically enumerated for the benefit of University. The above statement of release also covers the use of any quote and/or testimonial given by me in conjunction with the Program. Initials ______

5. Indemnification, Defense and Hold Harmless. Participant hereby agrees to indemnify, defend and hold harmless the released
parties from any such claim or loss or liability whatsoever, including reasonable attorneys’ fees, caused by any act or omission of Participant resulting from direct or indirect participation in the Program. **Initials _______.**

6. It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

7. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of law provisions.

8. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that Participant has read this Waiver, Release and Indemnification Agreement and that Participant understands its meaning and effect and agrees to be legally bound by its terms.

Date: ____________________  Participant: ________________________________

Date: ____________________  Witness: _________________________________
(Note: Witness should be an individual in the presence of the Participant when he/she signed this release & waiver.)

Villanova University

Date: ____________________  By: ________________________________
Campus Ministry Service Trip

Participation Agreement

This Participation Agreement ("Agreement") is made as of _________________, 20__. The parties to this Agreement are (enter name) __________________________________________ ("Participant" or "you") and Villanova University ("University"). The parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agree as follows:

Program. Participant has chosen to participate in the _________________________________ (hereafter "Program") during the approximate time period from _____________ to _________________.

1. Payment in full for the Program ($350) is due before you leave on your Service Break Experience and must be paid in two installments. The first installment will be $175 and is due by September 19, 2014. After September 19, 2014 you are responsible for the full cost of the Program whether or not you travel. The second installment will be $175 and is due by October 3, 2014. Failure to pay in full by this date will necessitate the immediate transfer of your balance due to your student account in the Bursar’s Office. The Bursar’s Office will employ their standard procedures to collect this debt. This can include “locking-out” a student from registration for classes. Initials ______

2. Attendance at all group meetings is mandatory. Failure to participate in group meetings will disqualify you from the Program. If disqualified, you are liable for payment in full of the Program expenses. Initials ______

3. Upon arrival at your destination, student leaders will assist you with calling home to notify your family that you have arrived. Student leaders and the adult advisor will have cell phones with them at all times in case of emergency. Use of cell phones is otherwise prohibited while on the Program. Participants may not take computers, netbooks, tablets or other electronic devices on the Program. Initials ______

4. Participants are required to follow safety procedures at the Program work site. If working on a construction site, Participants must wear appropriate safety equipment including eye protection and work gloves. Depending on your work site, you may be responsible for bringing these items with you. Initials ______

5. You shall abide by: (i) all policies, rules, and regulations of University, (ii) all rules, regulations, and laws of the respective countries to be visited and (iii) all rules, directions, and precautions issued by University or its representatives, by any associated individuals, institutions, or organizations, or by the United States Government. Participant specifically understands that both the consumption of alcoholic beverages and the use of nonprescription drugs are not permitted during the Program. If you use alcohol or drugs during this time period, you will be referred to the Dean of Students, and you will not be permitted to participate in future Service Break experiences. Initials ______

6. You shall not engage in inappropriate conduct including the use of physical or verbal violence, open abuse of the customs or mores of the community, or unauthorized absences from activities. You understand that, in its sole discretion, University or its representative may terminate your participation in the Program at any time, including before departure for the Program or during the Program. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior deemed detrimental to the best interests of the Program; consumption of alcoholic beverages; use of nonprescription drugs; emergencies; or health or safety considerations. Such termination shall not diminish or otherwise alter Participant’s obligation to make any payment required for the Program, nor shall University be required to make any refund to Participant. Initials ______

7. If you suspect that any child with whom you come into contact during the Program has been a victim of physical or sexual child abuse, you shall immediately report your suspicion to the University administrator or faculty member in charge of the Program. Initials ______

8. University reserves the right to cancel or modify the Program before or during its operation due to circumstances including emergencies, low enrollment, unavailability of one or more facilities or personnel, or other reasons. Initials ______

9. You certify that you have no physical, mental psychological or medical condition that would prohibit you from participating or materially increase the risk to you or others of your participation in the Program. You agree that you are responsible for all your own loss, liability and expenses -- including any medical expenses or emergency evacuation expenses (whether for injury, illness or political/terrorism issues) -- incurred in connection with the Program. You agree, as a condition of participating in the Program, to
maintain adequate health and accident insurance to cover any medical expenses incurred during or as a result of your participation in the Program. If traveling abroad, University advises you to consult with your health insurer to confirm that your health insurance coverage will apply while outside of the United States, and will cover emergency expenses such as medical evacuation. You understand that University does not carry or maintain health, medical or disability insurance coverage for participants of the Program. You understand and acknowledge that the University does not carry property insurance and will not be responsible for any theft or loss of your personal property. If traveling abroad, University advises you to consult with your insurer to confirm your property will be covered while outside of the United States. You understand that University does maintain auto insurance coverage for vehicles rented by University for service trips in the United States, US territories and possessions, and Canada. You understand and acknowledge that University’s auto insurance coverage does not extend to countries outside of the United States, US territories and possessions, and Canada.

Initials ______

10. You hereby authorize Program personnel, at their discretion, to administer to you or seek first aid and other emergency medical services (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR) and defibrillation) and transportation for further medical care, but you acknowledge that Program personnel may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation. Initials ______

11. It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

12. This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of law provisions.

13. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that Participant has read this Participation Agreement and that Participant understands its meaning and effect and agrees to be legally bound by its terms.

Date: ____________________  Participant: ______________________________________

Date: ____________________  Witness:   ________________________________________
(Note:  Witness should be an individual in the presence of the Participant when he/she signed this release & waiver.)

Villanova University

Date: ____________________  By:   ____________________________________________