



## UNITAS PRE-ORIENTATION WEEKEND WAIVER, RELEASE, AND INDEMNITY AGREEMENT

This Waiver, Release, and Indemnity Agreement is executed by \_\_\_\_\_ (“Participant”) and given to Villanova University (“University”). Participant and Parent/ Legal Guardian, intending to be legally bound hereby, agree as follows:

Participant has voluntarily chosen to participate in the UNITAS Pre-Orientation Weekend at the University from July 7 - 9 2023, which will include, but not be limited to workshops, scavenger hunts, moonbounces; carnival games; the University’s Challenge Course, that includes without limitation a low ropes course and physical obstacles and challenges; and a trip to an amusement park (“Program”). Participant understands and agrees that there may be health and safety hazards (including, without limitation, falling; slipping; tripping; crashing, colliding, and/or contact with ropes, harnesses, and other equipment, buildings, other individuals, the ground, and/ or objects on or around the University’s Challenge Course; those resulting from riding rollercoasters and other theme park rides including water rides that include, but are not limited to falling from heights, being stuck on rides, and drowning; abnormal blood pressure; fainting; dizziness; disorders of heart rhythm; exposure to communicable and/ or contagious viruses, infections, diseases, illnesses, epidemics, or pandemics (including without limitation COVID-19); transportation accidents; and dangers inherent in traveling to unfamiliar neighborhoods) and risks of personal injury that may range from minor injuries (such as scratches, bruises, cuts, sprains, and strains; dental or mouth injuries) to major injuries (such as muscle, joint, ligament, tendon, bone, back, eye (including blindness), or ear (including deafness) injuries; heart attacks; strokes; concussions) to catastrophic injuries (such as serious head or spinal injuries and paralysis); temporary to long-term autoimmune conditions, health effects, symptoms, syndromes, and conditions; death; and/ or property damage associated with the Program, and Participant knowingly assumes such risk.

Participant understands that the University’s property insurance only covers property that is owned by the University. Participant further understands that the University’s property insurance **does not** cover damage to or theft of Participant’s personal property. Participant accepts all risks of personal property damage or theft of personal property related in any way to the Program, including but not limited to personal property left in a vehicle owned, leased, or rented by the University or in the University’s facilities, and understand that the University will not be responsible for such damage or theft.

Participant certifies that Participant has no medical condition, including symptoms of COVID-19 or testing positive for COVID-19 within 10 days of the participation in the Program, that would preclude or restrict Participant’s participation in the Program or increase the risk to Participant or other participants participating in the Program, and that Participant has adequate health insurance protection to cover the expense of any unforeseen accident, illness, or injury. Participant understands that the University does not carry insurance that would respond to any illness or injury sustained by Participant during the Program. In addition, the University is not responsible for any medical bills, including without limitation copays and deductibles. the Participant may incur in connection with Participant’s participation in the Program. Subject to ADA requirements, Participant recognizes that the University is not obligated to attend to any of Participant’s medical or medication needs, and Participant assumes all risk and responsibility therefore. Participant will immediately end participation and seek medical attention if Participant becomes injured or ill during the Program.

Participant agrees that Participant will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Program. Participant authorized the University, at the University’s sole discretion, to administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR), defibrillation, and transportation to a hospital). However, Participant acknowledges that representatives of the University may not be present or may not elect or be able or competent to administer or seek such aid, services, or transportation.

Participant agrees that Participant will engage in the Program in a prudent and cautious manner. Participant hereby covenants and agrees not to (i) have unexcused absences from the activities of the Program, (ii) act in any way which shall interfere with the lawful running or operation of the Program, supplies, or equipment used in connection with the Program, or (iii) engage in any harmful conduct or willfully or negligently engage in any conduct which contributes to or causes illness or injury to any person. Participant and Parent/ Legal Guardian understand and agree that Participant shall abide by: (i) all policies, rules, and regulations of University including without limitation the Villanova University Code of Conduct, [Terms and Conditions of Occupancy of Villanova University Facilities](https://www1.villanova.edu/content/dam/villanova/conferenceservices/documents/1.%20Terms%20and%20Conditions%20of%20Occupancy%20of%20Villanova%20University%20Facilities%20V1-22.pdf) (<https://www1.villanova.edu/content/dam/villanova/conferenceservices/documents/1.%20Terms%20and%20Conditions%20of%20Occupancy%20of%20Villanova%20University%20Facilities%20V1-22.pdf>), and (ii) all rules, directions, precautions, and guidelines issued by University or its representatives, by any associated individuals, institutions, or organizations, the Commonwealth of Pennsylvania, or by the United States Government. Participant will take good care of the supplies and equipment used for the Program and Participant may be responsible for the cost of repair to or replacement of supplies and equipment damaged by Participant. Participant understands that Participant may be expelled from the Program for violation of these codes or policies and/or for misconduct.

The University has the right to expel Participant for inappropriate conduct or other behavior by Participant deemed detrimental to other participants or the best interests of the Program or make cancellations, substitutions or changes in case of emergency, changed conditions, health and safety considerations, or in the interest of the Program, in its sole discretion. In such case, the University will not be liable for any fees or expenses incurred by Participant. If Participant leaves or is expelled from the Program for any reason, there will be no refund of fees already paid. Participant agrees to be responsible for any and all costs arising from voluntary or involuntary withdrawal from the Program prior to its completion, including withdrawal caused by illness or disciplinary action.

**Participant’s Name:** \_\_\_\_\_ **Participant’s Initials:** \_\_\_\_\_



In the event Participant chooses to participate in any independent travel or extracurricular activities before, during or after the Program, Participant acknowledges that these activities are not sponsored by the University and that Participant is undertaking them at Participant's own cost, risk and responsibility. Participant agrees to release the University, its Board of Trustees, officers, agents and employees from any and all claims arising out of or in any way connected with such independent travel or extracurricular activities, including but not limited to, any special transportation or travel incident to or from such activities.

Participant grants permission for the use of and hereby fully releases the use of Participant's image in any photographs, recording (including video and/ or sound), or other media containing Participant's image ("Images") made in connection with the Program to the University. The Images may be used without restriction for the benefit of the University in any and all publications or media, in any form, including on any of the University's web sites or social media sites, without further consideration, and Participant acknowledges the University's right to so use the Images at its discretion. Participant understands that all rights to the Images belong exclusively to the University including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints of the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of the following rights in the Images: publication and sale of the Images in clothbound and paperback books; publication and sale of the Images 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 the University. The above statement of release also covers the use of any quote and/or testimonial given by Participant during or about the Program.

In consideration of participating in the Program, in full recognition and appreciation of the dangers and hazards inherent in participating in the Program, Participant hereby agrees to assume all of the risks and responsibilities surrounding participation in the Program. Further, PARTICIPANT, FOR HIM/HER/THEMSELF, AND PARTICIPANT'S RESPECTIVE HEIRS, AND PERSONAL REPRESENTATIVE(S), HEREBY AGREE TO DEFEND, HOLD HARMLESS, INDEMNIFY, RELEASE, AND FOREVER DISCHARGE THE UNIVERSITY, ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND ACTIONS OR CAUSES OF ACTION, ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY, LOSS OF PERSONAL PROPERTY, OR PERSONAL ILLNESS OR INJURY, INCLUDING DEATH, WHICH MAY RESULT FROM SUCH PARTICIPATION IN THE PROGRAM, INCLUDING CLAIMS BASED UPON THE NEGLIGENCE OF THE UNIVERSITY (WHETHER CHARACTERIZED AS NEGLIGENCE OR GROSS NEGLIGENCE), ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS.

This Waiver, Release, and Indemnity 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.

The language of all parts of this Waiver, Release, and Indemnity Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Waiver, Release, and Indemnity 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 Waiver, Release, and Indemnity Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant certifies that Participant has read and understands the above statements and that they are true and accurate, and that the signing of this Waiver, Release, and Indemnity Agreement is completely voluntary.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(If Participant is 13 years of age or older, please sign in ink. Typed signatures are not acceptable.)*

Participant's Address: \_\_\_\_\_

Participant's Emergency Contact Printed Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_ Participant's Emergency Contact Phone Number: \_\_\_\_\_

*If Participant is under the age of 18 years, signature of parent or legal guardian is required.*

Parent/ Legal Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Please sign in ink. Typed signatures are not acceptable.)*