

VIEW PROGRAM

Participant Waiver and Release

This waiver and release agreement (“Release”) is made as of _____, 20___. The parties to this Release are _____ (“Participant”), his or her parent (“Parent”) 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.

1. **Program.** Participant has chosen to participate in the Villanova Initiative for Engaging Women at Villanova University, which will include mentoring and teaching activities, visits to the Villanova University campus, a stay in residential facilities on the campus for a three-week period during the summer, as well as visits to certain off-campus locations (hereafter “Program”).
2. **Assumption of Risk.** Participant and Parent understand and agree that participation in the Program presents risks to Participant and Participant’s property. Such risks may include exposure to potentially serious health and safety hazards such as transportation accidents. Participant and Parent are responsible for researching and evaluating the risks Participant may face and are 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 and Parent’s approval and understanding of any and all risks involved.
3. **Adherence to Standards.** Participant and Parent understand and agree that Participant shall abide by: (i) all policies, rules, and regulations of the University, (ii) all laws, rules, directions, and precautions issued by University or its representatives, by any associated individuals, institutions, or organizations, or by any governmental agency. Participant specifically understands that the consumption of alcoholic beverages is not permitted on the Program.
4. **Termination of Participation.** Participant shall not engage in inappropriate conduct including the use of physical or verbal violence, open abuse of the customs or mores of the community, and unauthorized absences from classes or other activities. Participant and Parent understand that, in its sole discretion, University or its representative may terminate Participant’s participation in the Program at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Program; emergencies; or health or safety considerations.
5. **Release of Claims.** Participant, Participant’s Parents, and their respective 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 and Parent further release and discharge 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 and Parent recognize and agree 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

Villanova Initiative for Engaging Women

Villanova University Villanova, PA view@villanova.edu 610.519.4075

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. Participant and Parent recognize that this Release means they are giving up, among other things, rights to sue the released parties for injuries, damages or losses they may incur. They also understand that this Release binds their heirs, executors, administrators and assigns, as well as themselves.

6. Insurance. Participant and Parent agrees that they are responsible for all Participant's own loss, liability and expenses, including any medical expenses incurred in connection with the Program. Participant and Parent 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 participation in the Program. Participant and Parent understand that University does not carry or maintain health, medical or disability insurance coverage for participants in the Program. Participant and Parent understand and acknowledge that the University does not carry property insurance that applies to theft or loss of Participant's personal property. Participant and Parent understand that University will not be responsible for any physical damage to or theft or loss of property owned by Participant.

7. Indemnification, Defense and Hold Harmless. Participant and Parent hereby agree 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.

8. Financial Responsibility. University assumes no responsibility for or obligation to provide financial assistance or other assistance, including, without limitation, medical, health, disability or life insurance, emergency evacuation or medical care or expenses in the event of injury, illness or threat, including terrorism.

9. Medical Condition; First Aid; Other Medical Services; Transportation. Participant and Parent hereby represent that Participant has no known medical condition that would prohibit or limit participation in Program activities. Participant and Parent hereby authorize released parties, at their 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) and defibrillation) and transportation for further medical care, but acknowledge that released parties may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation.

10. Health Insurance Information

Participant's health insurance information is as follows:

Name _____

Health Insurer _____

Address _____

Policy No. _____

Phone Number(s) _____

Villanova Initiative for Engaging Women
Villanova University Villanova, PA view@villanova.edu 610.519.4075

Email address _____

Fax number _____

11. Photo Permission. Participant and Parent hereby fully release and grant permission for the use of Participant's image in any photographs, videos, sound recordings or other media containing an image of Participant ("Images") made in connection with the Program. The Images may be used without restriction for the benefit of Villanova in any and all publications, in any form, and/or on the Villanova web sites, without further consideration, and Participant and Parent acknowledge Villanova's right to crop or treat the Images at its discretion.

Participant and Parent agree that all rights in such Images belong exclusively to Villanova University including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints containing the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of any and all rights in the Images for the benefit of Villanova University.

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

Participant and Parent acknowledge that they have read this Release and understand its meaning and effect and agree to be legally bound by its terms.

Date: _____ Participant: _____

Date: _____ Parent: _____

Date: _____ Witness: _____

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

Villanova University

Date: _____ By: _____