UNITAS Pre-Orientation Weekend
Participant Waiver and Release

This waiver and release agreement ("Release") is made as of July 12-14, 2019. The parties to this Release are ______________________ ("Participant") and Villanova University ("University"). The parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged to be legally bound hereby, agree as follows:

1. **Program.** Participant has chosen to participate in the UNITAS Pre-Orientation Weekend which includes but is not limited to workshops, scavenger hunts, moonbounces, carnival games, and a trip to Dorney Park or Arnold's Family Fun Center in case of rain (hereafter “Program”) from July 12, 2019 through July 14, 2019.

2. **Voluntary.** Participant provides this Release voluntarily.

3. **Assumption of Risk.** Participant and Parent, if Participant is under 18 years of age, understand and agree that participations 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, if Participant is under 18 years of age, are responsible for researching and evaluating the risks Participant may face and are responsible for Participant's actions. Any activities 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, if Participant is under 18 years of age, approval and understanding of any and all risks involved.

4. **Adherence to Standards.** Participant and Parent, if Participant is under 18 years of age, understand and agree that Participant shall abide by: (i) all policies, rules, and regulations of University and (ii) all rules, regulations, directions, and precautions issued by the University or its representatives, by any associated individuals, institutions, or organization, or by any governmental agency. Participant specifically understands that the consumption of alcoholic beverages or the use of nonprescription drugs is not permitted.

5. **Participant's Condition.** Participant certifies that Participant has no physical, mental, psychological or medical condition that would prohibit Participant from participating in or materially increase the risk to Participant or others as a result of Participant's participation in the Program and that Participant has adequate insurance to cover any medical expenses for any injuries that may arise out of the Program.

6. **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 activities or the Program. Participant understands that, in its sole discretion, University or its representatives may terminate Participant's participation in the Program at any time, including before departure of the Program or during the Program. Reasons for termination may include, but are not limited to: inappropriate conduct or behavior by Participant deemed detrimental to the best interests of the Program; consumption of alcoholic beverages; use of nonprescription drugs; emergencies; or health and 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.

7. **Release of Claims.** Participant, Participant's Parents, heirs, executors, administrator, employers, agents, representatives, insurers, and attorneys will not hold liable and hereby release and discharge the University, its officers, trustees, faculty, employees, agents, students, volunteers, and representatives (hereby “released parties”) from and waive any and all claims which may arise from any cause whatsoever, including any negligent, whether characterized as gross negligence or otherwise, 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 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 Participant and Parent are giving up, among other things, rights to sue the released parties for injuries, damages or losses I may incur. Participant and Parent also understand that this Release binds Participant’s heirs, executors, administrators and assigns, as well as themselves.

8. **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 attorney’s fees, caused by any act or omission of Participant resulting from direct or indirect participation in the Program.

9. **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.

10. **First Aid; Other Medical Services; Transportation.** Participant and Parent, if Participant is under 18 years of age, hereby authorize that 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 Participant and Parent, if Participant is under 18 years of age, acknowledge that the 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.

11. **Insurance.** Participant agrees that Participant is responsible for all Participant’s own loss, liability, and expenses, including any medical expenses, including medical evacuation, incurred in connection with the Program. Participant agrees, 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 his/ her participation in the Program. Participant understands that University does not carry or maintain health, medical, or disability insurance coverage for participants in the Program. Participant understands and acknowledges that the University does not carry property insurance that applies to theft or loss of Participant’s personal property. Participant understands that University will not be responsible for any physical damage to or theft or loss of property owned by Participant.

12. **Emergency Contact and Health Insurance Information.** In the event of any emergency involving Participant, the following person(s) should be notified:

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<th>Name</th>
<th>Health Insurer</th>
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13. **Photo Permission.** Participant and Parent, if Participant is under 18 years of age, grant permission for the use of Participant’s image in any photographs, videos, sound recordings or other media containing my image.
(“Images”) made in connection with the Program. 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 the University’s web sites or social media sites, without further consideration, and Participant and Parent, if Participant is under 18 years of age, acknowledge the University’s right to so use the Images at its discretion.

14. **Program Modification and Cancellation.** 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.

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

16. **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.

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

Participant Printed Name: _______________________________________

Participant Signature: __________________________________________ Date: ___________________

Witness Printed Name: __________________________________________

Witness: __________________________________ Date: __________________
(Note: Witness should be an individual in the presence of Participant and Parent/ Guardian, if applicable, when Participant and Parent/ Guardian, if applicable, signed the Release and Waiver)

Parental Consent (Required if Participant is under 18 years of age at the beginning of the Program)

The undersigned parent or legal guardian of the above-named minor Participant hereby consents to the participation of said Participant in the Program, subject to the conditions stated above.)

Parent/ Guardian Printed Name: _______________________________________

Parent/ Guardian Signature: ______________________________________ Date: __________________

By: __________________________________ Date: __________________

Villanova University