

**FULL AND GENERAL ASSUMPTION OF RISK, RELEASE OF LIABILITY,
COVENANT NOT TO SUE AND ACKNOWLEDGEMENT OF STUDENT CONDUCT CODE**

**PLEASE READ CAREFULLY: THIS IS A LEGALLY BINDING DOCUMENT.
YOU MAY WANT TO CONSULT AN ATTORNEY BEFORE SIGNING.**

I, _____ (“Student”), desire to travel to/from and participate in _____ (the “Activity”) in _____ [Location]. I acknowledge that my travel to/from and participation in the Activity is completely voluntary and is not required by Rockhurst University.

I understand that the Rockhurst University Student Conduct Code, as set out in the Student Activity Planner and Handbook, is in full effect for the entirety of my travel to/from and participation in the Activity. I acknowledge that I have received a copy of the Student Activity Planner and Handbook. I further acknowledge that I am subject to local law and must obey all laws of jurisdictions where I may be in connection with travel to/from or participation in the Activity.

I acknowledge that Rockhurst University has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates the Student Code of Conduct or other rule of the Activity, or for any other reason in Rockhurst University’s discretion. I understand that in the event my participation is terminated for violating rules/laws, I will be responsible for all personal expenses thereafter, including return transportation.

I understand that there are inherent risks in travel to/from and participation in the Activity, as well as in other activities I undertake that are not associated with the Activity (such as independent travel or free-time activities). I acknowledge that some of these risks may not be foreseeable. I understand that these risks include but are not limited to unexpected costs/expenses, accident, mistake, crime, safety hazards, inadequate facilities/equipment/training, natural disasters, weather conditions, travel (including but not limited to travel by car, train, or airplane), and medical risks (such as physical injury, disease, and risks associated with negligent or unavailable/delayed medical treatment); particularly in the case of foreign travel, these risks also include but are not limited to those relating to political/legal/social/economic conditions, language barriers, consumption of food, civil unrest or hostility, terrorism, and war. I understand that I share in the responsibility for my own safety and the safety of others. I understand the travel relating to the Activity, or even participation in the Activity, could result in harm, injury, damage or loss to my property and/or body, including but not limited to paralysis, suffering and/or death.

I attest and verify that I am in good physical and emotional health. If I am or become physically or emotionally limited in my ability to travel to/from and/or participate in the Activity, I will personally contact the Rockhurst University employee who directs the Activity and inform the employee of any limitations on my travel and/or participation. I acknowledge that it may be advisable to consult my healthcare provider prior to traveling to/from and participating in the Activity with regard to my medical needs and necessary/recommended vaccinations.

I understand that Rockhurst University does not provide medical personnel at the location of the Activity. In the event of any medical emergency, I authorize Rockhurst University and/or its past and present officers, trustees, employees, agents, representatives, successors, or volunteers (collectively “Rockhurst Affiliates”) to (1) consent to any medical, hospital, dental, or surgical test, diagnosis, care or treatment that Rockhurst Affiliates deem necessary for my safety and protection and (2) to administer emergency first aid, including cardiopulmonary resuscitation (“CPR”), that Rockhurst Affiliates deem necessary for my safety and protection in the absence of immediately-accessible medical personnel. I understand and agree that Rockhurst Affiliates assume no responsibility for any injury or damage which might arise in connection with such authorized emergency medical consent or emergency first aid or CPR.

I acknowledge that I am responsible for the cost of any medical or emergency services I may incur as a result of travel to/from and/or participation in the Activity. I understand the limits of my health insurance, including limitations on coverage outside the United States where the Activity involves a foreign location or travel. I acknowledge that it may be prudent for me to purchase additional insurance that covers me when I am travelling to/from and participating in the Activity.

If the Activity involves travel to/from a location outside the United States: I certify that I have reviewed and understand the directives and recommendations for travel to/from and living in/around such location(s) – including those relating to immunizations and medicines – which are provided by The United States State Department, The World Health Organization and The Centers for Disease Control; further, I acknowledge that failure to obey laws in jurisdictions outside the United States may have unpredictable and/or severe consequences.

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY: In consideration for allowing me to travel to/from and participate in the Activity, and because I am voluntarily undertaking the Activity, I agree in advance to the following:

I voluntarily assume all risks associated with travel to/from and/or participation in the Activity.

I release, covenant not to sue, and forever discharge Rockhurst University and Rockhurst Affiliates to the maximum extent permissible under the law, from any and all liability for any and all claims, demands, actions, costs or expenses, damages, attorneys’ fees, or causes of action, known or unknown, incurred during or arising out of my participation in, attendance at, preparation for, or travel to/from the Activity; this includes but is not limited to claims for bodily injury, suffering or death and claims for property loss/damage. I further agree to save and hold harmless, indemnify, and defend Rockhurst University and Rockhurst Affiliates from any claim by me or my family arising out of my travel to, preparation for, attendance at, or participation in the Activity.

I agree not to sue, seek judgment, or otherwise make any claim for damages or attorneys’ fees against Rockhurst University or Rockhurst Affiliates for any liability arising from any injury or damage which may arise during or from my participation in, attendance at, preparation for, or travel in any way related to the Activity.

I understand and agree that this release and other agreements made in this document shall be binding on my heirs, family, successors, and assigns.

I agree that this document shall be construed in accordance with the laws of the State of Missouri, excluding its choice of law provisions so that issues are determined under the laws of the State of Missouri. If any provision of this document shall be held unenforceable, illegal, or in conflict with any governing law, the remaining portions shall not be affected.

By signing below, I indicate that I have read this document, had an opportunity to ask questions about it, and understand and agree with its contents. I am eighteen years of age or older, and I am competent to read and sign this Release; or if I am not eighteen years of age, my parent/guardian has signed below.

Print Name

Date

Student Signature

Student I.D. Number

TO BE SIGNED BY PARENT/GUARDIAN IF STUDENT IS UNDER THE AGE OF 18:

I certify that I either have custody of Student or am the legal guardian of Student by court order. I have read this Release and fully understand and agree to all the terms set out above.

I also agree not to sue or otherwise make any claim for damages against Rockhurst University or Rockhurst Affiliates for any reason which may arise during or from Student's participation, attendance, preparation, or travel related to the Activity.

I join with Student in granting a release to Rockhurst and its Affiliates and other agreements as set forth in detail above.

Parent/Guardian

Date

Printed Name