

**TRINITY UNIVERSITY
INFORMED CONSENT AND ASSUMPTION OF RISK**

Trinity University is a non-profit educational institution. References to Trinity University include “TU”, its trustees, officers, officials, employees, volunteers, students, agents, and assigns.

(Name) _____ (henceforth referred to as “Participant”)

will participate in: _____ (henceforth

referred to as the Program), from [specify dates]; _____

In consideration of my/my minor child’s enrollment in this Program, I agree as follows:

SPECIFIC HAZARDS OF TRAVEL OR PROGRAM: Despite precautions, accidents and injuries can occur. I understand that traveling, doing fieldwork or being in a large city may be potentially dangerous, and that Participant may be injured and/or lose or damage personal property as a result of participating in the Program. Therefore, *PARTICIPANT ASSUMES ALL RISKS RELATED TO THE ACTIVITIES EXCEPT FOR RISKS CAUSED BY TU’S NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.* These risks include, but are not limited to:

- ❖ Death, injury or illness from accidents of any nature whatsoever, including, but not limited to, bodily injury of any nature, whether severe or not, which may occur as a result of participating in an activity or contact with physical surroundings or other persons; arising from travel by car, bus or any other means; death, injury or illness including food poisoning arising from the provision of food or beverage by restaurants or other service providers.
- ❖ Theft, loss or damage of personal property while in transit or participating in the Program.
- ❖ Natural disaster or other disturbances, and alteration or cancellation of the Program due to such causes.
- ❖ Most trips to hospitals, schools and community service centers require travel through or parking in high crime areas.
- ❖ Listed below are specific dangers endemic in this Program’s area of travel or endemic to the Program.

____ Rafting/Canoeing/Boating	____ Exposure to plants/insects	____ Climbing
____ Rough Terrain	____ Use of tools/equipment/machinery	____ Heights
____ Exposure to Elements	____ Swimming/Other Water Activities	

Other: _____

- ❖ I fully understand and appreciate the dangers, hazards and risks inherent in participating in the Program, in the transportation to and from the Program, and in any independent research or activities undertaken while participating in the Program.

- ❖ I agree that participating in any activity is an acceptance of some risk of injury and/or loss or damage of property. I agree that Participant's safety is primarily dependent upon his/her taking proper care of himself/herself. I understand that is Participant's responsibility to know what is needed for the Program and to provide what is needed, to the extent it is not provided by the Program. I agree to make sure that Participant knows how to safely participate in any activities. Participant agrees to observe any rules and practices, which may be employed to minimize the risk of injury. Participant agrees to stop and seek assistance if he/she does not believe that he/she can safely continue any activity. Participant will not wear or use or do anything that would pose a hazard to myself, or others, including using or ingesting any substance which could pose a hazard to myself or others. I agree that if I/Participant do not act in accordance with this agreement, I/Participant may not be permitted to continue to participate in the Program.

INSTITUTIONAL ARRANGEMENTS: I understand that TU is not an agent of, and has no responsibility for, any third party which may provide any services including food, lodging, travel, or other goods or services associated with the Program. I understand that TU may provide these services only as a convenience to participants and that accordingly, TU accepts no responsibility, in whole or in part, for delays, loss, damage or injury to persons or property whatsoever, caused to Participant, while traveling or while staying in designated lodging. I further understand that TU is not responsible for matters that are beyond its control. I acknowledge that TU reserves the right to cancel the trip without penalty or to make any modifications to the itinerary and/or academic program as deemed necessary by TU.

INDEPENDENT ACTIVITY: I understand that TU is not responsible for any loss or damage Participant may suffer when traveling independently or otherwise separated or absent from any TU activity. In addition, I understand that any travel that Participant does independently before or after the TU sponsored Program is entirely at Participant's own expense and risk.

I, individually, (and where applicable on behalf of my minor child, Participant,) and on behalf of my heirs, successors, assigns and personal representatives, hereby **RELEASE** and **FOREVER DISCHARGE** Trinity University, its employees, agents, officers, trustees, contractors and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) sustained to my (or my minor child's) person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with Participant's independent travel, and any non-course required activities, excursions, side trips or field trips in which Participant voluntarily undertakes while enrolled in the Program.

HEALTH AND SAFETY: Participant is hereby advised to consult with a medical doctor with regard to Participant's personal medical needs. I state that there are no health-related reasons or problems that preclude or restrict Participant from participating in this Program. Participant has obtained the required immunizations, if any. I understand and agree that TU is not obligated to attend to any of Participant's medical or medication needs, and I assume all risk and responsibility. I agree to pay all expenses relating thereto.

TU RULES, REGULATIONS AND POLICIES: Participant agrees to obey and comply at all times with all of the rules, regulations, codes and policies of TU while participating in the Program. Participant agrees to notify his/her professor immediately of any injury or loss.

Trinity University Outings – When students are participating in University-related outings (for example, retreats, outdoor recreation activities, field trips, music trips, conferences, and athletic trips) only those students 21 years or older - who have the express, prior approval of their University sponsor - may purchase, possess, be served, or consume alcohol, and only at dining establishments that have a permanent license to sell alcoholic beverages. During such an outing, ***under no circumstances*** is alcohol allowed in vehicles, lodging, campsites, or other locations. While on University business, Trinity students are prohibited from driving after consuming any alcohol. In instances where Trinity University directly sponsors an event abroad, led by a Trinity faculty or staff member, such activities are governed by this policy just as if the event had been hosted on campus, even if the laws of the particular jurisdiction allow for a younger drinking age. (Faculty or staff sponsors may seek exceptions, in advance, for specific events, through Risk Management, who will make decisions jointly with the dean of students and the assistant director of study abroad.)

TRAVEL CHANGES: If, as a result of Participant’s own actions, Participant becomes separated from the Program group, fails to meet a departure airplane, bus, or train, Participant will, to a reasonable extent, and at his/her own expense seek out, contact, and reach the Program group at its next available destination.

GOVERNING LAW; ENTIRE AGREEMENT I agree that this Agreement shall be construed in accordance with the laws of the State of Texas, which shall be the forum for any dispute concerning liability arising from Participant’s participation in the Program. This Agreement represents my complete understanding with TU concerning TU’s responsibility and liability for participation in the Program. This Agreement supersedes any previous or contemporaneous understandings I may have had with TU on this subject, whether written or oral.

SIGNATURE: I indicate that by my signature below that I have read the terms and conditions of participation and agree I/my minor child shall abide by them. I have carefully read this Informed Consent and Assumption of Risk Form and acknowledge that I understand it. My signature below indicates that I have read and freely signed this agreement, which take effect as a sealed instrument.

Printed Name of Participant

Signature

Date

Signature of Parent/Guardian for Participants Who Are Minors:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY AND AN ASSUMPTION OF RISK.

Name of Parent or Guardian

Date:

Printed

Signature of Parent or Guardian

Received by:

Name of Institution's Official

Date:

Printed

Signature