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HOPE COLLEGE ASSUMPTION OF RISK AND RELEASE FORM DOMESTIC OFF-CAMPUS PROGRAMS

THIS IS A LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING.
PLEASE COMPLETE ALL OF THE REQUESTED INFORMATION.

This document pertains to the following program or activity (the "Program") which is either sponsored by Hope College (the "College") or other entity (the "Sponsor").

Name of Program:

Faculty/Group Leader:

Name of Student:

Student's Date of Birth:

Location(s):

Approximate Date(s):

In consideration of the opportunity to participate in the above-identified off-campus program or activity, the undersigned has read, understands, and agrees to the following:

1. **Certification of Health Insurance Coverage.** I am presently covered by standard health insurance providing for medical treatment, and such insurance will be fully effective during the entire period of my participation in the Program. My health insurance information is as follows:

Name of the insuring company:

Address:

Group number of the policy:

My individual policy number:

2. **Emergency Contact Data.**

- Primary Contact Name

Relationship to You

Daytime Phone

Evening Phone

- Secondary Contact Name

Relationship to You

Daytime Phone

Evening Phone

3. **Voluntary Participation.** I am a student at Hope College and request permission from Hope College to participate in the Program. I fully realize that this Program is not necessary for the achievement of my degree, and that I am not being forced in any way to take part in this Program. I voluntarily choose to participate in this Program. I affirm that all of the statements and representations made in connection with my application to participate in this Program are complete, accurate, and truthful.

4. **Risks of Program.** I understand that this Program involves travel and living in other locations which may expose me to certain risks and dangers. Some of these risks include, but are not limited to, the following:

- The hazards of travel by airplane, boat, train, bus, car, or other forms of transportation;
- Different or unstable social or economic conditions;
- Local health and weather conditions;
- The potential of criminal or injurious acts by others, including terrorism;
- Physical exertion or emotional distress associated with length of travel or activities undertaken;
- Exposure to infectious, communicable, and other diseases;
- Loss of valuable personal property;
- Injury resulting in serious, permanent physical injury, or even death, resulting from accident, natural disasters or acts of God; from strikes, civil unrest, quarantine or government restrictions; or from medical care or treatment received while participating in the Program;
- Lack of competent medical services;
- And also the following risks specific to the Program:

I understand and knowingly assume these risks.

5. **Fitness to Participate.** Understanding the above-mentioned risks, and understanding that participation in this Program may subject me to physical exertion, I hereby state that (unless I have informed Hope College otherwise in writing) I am physically fit to participate in this activity. I have also provided Hope College or the Program Sponsor with written information regarding any health or medical conditions I have, including prescriptions, and consent to this information being disclosed to any health care providers in connection with any treatment I receive.

6. **Release of Claims.** Knowing the risks described above, and in consideration of being allowed to participate in the Program, I hereby assume all risks and responsibilities surrounding my participation in the Program. I hereby release Hope College, their respective officers, trustees, agents, and employees from any and all liabilities, claims, or demands for damages for personal injury, disability, death, property loss or damage, or other loss of any kind that I may sustain as a result of my participation in the Program, whether such loss results from the negligence of such released

parties or otherwise. I further agree to indemnify and hold harmless Hope College, its officers, trustees, agents, and employees from any and all loss, liability, damage, or costs that it or they may incur as a result of my participation in the Program or arising from any of my acts or omissions, including reasonable attorneys' fees.

7. **Compliance with Rules and Policies.** I agree to comply with all the rules, regulations, and policies of Hope College or other Sponsor, including those applicable generally and those pertaining specifically to the Program. I acknowledge that the Program director or other authorized officials may from time to time establish rules and policies for the Program which may be announced orally or in writing. I understand that each state, territory, or reservation has its own laws and may have cultural standards that may be different than what I am accustomed to. I recognize that conduct which violates those laws or cultural standards could harm Hope College's reputation, as well as my own health and safety. I will abide by all laws for each state (including the District of Columbia), territory, or reservation through which I will travel or am present in during my participation in the Program. I also agree that I will be responsible for all expenses associated with any legal problems resulting from or caused by my conduct. I recognize that the Program director is authorized to determine the fitness of any student to continue participation in the Program, and that the Program director may do so based on whatever information he or she finds sufficient. The Program director may also implement individual discipline in his or her discretion. If I am requested to leave the Program by an authorized representative of Hope College because of my failure to comply with the requirements of this paragraph, I will do so. In the event my participation in the Program is so terminated by Hope College, I consent to being sent home at my own expense with no refund of fees, including tuition, and I will hold Hope College harmless from the expense of my return home. If a matter arises which is properly the subject of consideration under the Hope College judicial process, I understand that the matter will be brought to the attention of the appropriate officials upon my return to campus; I understand that the time periods for such adjudication process may be adjusted accordingly.
8. **Parental/Guardian Notification.** I consent to Hope College and/or the Sponsor notifying my parents or guardian regarding any health, safety, disciplinary, legal, or other issue relating to my conduct and participation in the Program.
9. **Medical Treatment Authorization.** I agree that I will be responsible for ascertaining and attending to my own health and medical needs at all times during my participation in the Program. Hope College and/or the Sponsor, and all of their respective officers, trustees, agents, and employees are authorized (but are not obligated) to take any actions (including notification of my parents or guardian) they consider to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses related thereto and hereby release Hope College and/or the Sponsor, and all of their respective officers, trustees, agents, and employees from any liability for any such actions or for payment for such authorized treatment.
10. **Program Changes.** Hope College or the Sponsor has the right to make cancellations, substitutions, or changes in the case of emergency or changed conditions, including the level of participant interest in the Program. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, civil unrest or other unforeseen causes. I understand that Hope College and/or the Sponsor is not responsible for any such disruptions in the Program, nor for any consequent expenses I may thereby incur. If I become detached from the Program group, fail to meet a departure bus, airplane, boat, train, or other transit, or become sick or injured, I will, at my own expense and risk, seek out, contact, and reach the Program group at its next available destination. I acknowledge that I have been advised of the availability of "trip insurance," which I may elect to purchase at my own cost, to reimburse any losses (for example, for medical evacuation) which I may suffer due to unexpected cancellation or early termination of my participation in the Program; I understand, however, that such insurance coverage does not extend to reimbursement for tuition paid to Hope College.
11. **Binding Effect; Construction; Forum.** I acknowledge that this contract will bind members of my family, my spouse, heirs, assigns, and personal representative. The contract will be construed under the laws of the State of Michigan, and agree that any lawsuits filed under or incident to this agreement or to the Program shall be brought in the state of Michigan.
12. **Savings Clause.** In the event that any part of this agreement is deemed unlawful, void, or otherwise unenforceable or invalid by a competent tribunal, then to the extent possible, such provision shall be rewritten so as to make the provision enforceable to the maximum extent permitted by law. If the provision is not enforceable at all, then only that unenforceable provision shall be voided and severed from the remainder of this agreement. The remainder of this agreement shall remain in full effect and shall be interpreted and enforced to the maximum extent permitted by law.
13. **I UNDERSTAND THAT THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND IS INTENDED TO HAVE A BINDING EFFECT UPON MY SUBSTANTIVE LEGAL RIGHTS. I REPRESENT THAT I HAVE READ THIS STATEMENT CAREFULLY AND THOROUGHLY; I UNDERSTAND AND AGREE TO ALL OF THE TERMS STATED ABOVE; AND, I HAVE EXECUTED THIS STATEMENT VOLUNTARILY.**

Signature of Student:

Date:

Printed Name of Student:

Student's Date of Birth:

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If Student is under 18 years of age:

I (a) am the parent or legal guardian of the above Student; (b) have read and understand the foregoing Release Form (including such parts as may subject me to personal financial responsibility); (c) am and will be legally responsible for the obligations and acts of the Student as described in this Release Form; and (d) agree, for myself and for the Student, to be bound by its terms.

Signature of Parent/Guardian:

Date