

OFF-CAMPUS TRAVEL AND ASSUMPTION OF RISK

THIS IS A LEGAL DOCUMENT AND INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS-READ CAREFULLY BEFORE SIGNING

Student Name: _____
(Please print Last/First/Middle)

Student ID Number: _____

Name of Off-Campus Program/Activity: _____

Dates of Off-Campus Program/Activity: _____

In consideration of the opportunity to participate in the above identified off-campus program/activity (hereinafter referred to as activity), the undersigned student agrees as follows:

1. I will observe the standards of conduct set forth in the Youngstown State University Code of Student Conduct and all University policies and procedures (including without limitation the Youngstown State University Student Travel Policy and Travel Guidelines) which are applicable to the above named program/activity.
2. I am fully aware and understand that this program/activity involves off-campus travel which could expose me to certain risks and dangers, disability and even death, including but not limited to:
 - a) The hazards of travel by airplane, boat, train, motorized vehicles, or other forms of transportation;
 - b) Different or unstable political, legal, social or economic conditions;
 - c) The potential of criminal or injurious acts by others, including terrorism;
 - d) Physical exertion or emotional distress associated with travel or activities undertaken during the program/activity;
 - e) Exposure to infectious, communicable and other diseases;
 - f) Personal injury and damage to or loss of property resulting from natural disasters, weather, acts of God, strikes, war, or government actions;
 - g) Lack of competent medical services or treatment.
3. I acknowledge, accept, and assume all such risks, whether or not presently foreseeable and whether or not caused by the negligent or intentional acts or omissions of others, and I elect to voluntarily participate in the program/ activity.
4. I understand the above mentioned risks and that participation in the program/activity may subject me to physical exertion and physiological and emotional distress. I hereby claim and assert that I am physically, physiologically and emotionally fit to participate in this program/activity.
5. I will immediately disclose to the University any physical, psychological, or emotional conditions or problems that might impair my ability to complete or participate in the program/activity, both before and after the program/activity commences.

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6. I will obtain all required health, accident, disability, hospitalization and travel insurance for the program/activity, and to be responsible for the costs of such insurance (if not included within the fees or cost of the activity) and for any expenses not covered by insurance.
7. I recognize that the authorized representative of the University has authority to determine my fitness to continue participation in the program/activity and may do so based on whatever information he/she finds sufficient. The authorized representative of the University may also implement restrictions on my participation and request that I leave the program/activity based on a change in my ability to participate or my failure to comply with the Youngstown State University Code of Student Conduct, any applicable University policy and the terms of this *Off-Campus Travel Waiver and Assumption of Risk* form.
8. If I am requested to leave the program/activity, I consent to being sent home at my own expense with no refund of cost or fees and I will hold the University harmless from the expense of my return home.
9. I understand that I am not an agent or representative of Youngstown State University and, accordingly, I will not hold myself as having the power or authority to bind or create liability for the University by virtue of my negligent or intentional acts or omissions.
10. I hereby release Youngstown State University and its trustees, officers, employees, agents and representatives from any and all claims I may have in the future, waive all such claims, and agree not to sue the University or its trustees, officers, employees, agents and representatives for any such claims, arising out of my participation in the program/activity, including but not limited to claims arising out of the negligent or intentional acts or omissions of others.
11. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Youngstown State University and its trustees, officers, employees, agents and representatives, in their official and individual capacities, from any and all liability, loss, damage, or expense, including attorney's fees, which arise out of, occur during, or are in any way connected with my participation in the program/activity, any related independent travel, any activities or field trips regardless of whether they are sponsored, supervised or controlled by Youngstown State University.
12. I acknowledge that this agreement will bind members of my family, my spouse, heirs, assigns and personal representative. This agreement will be construed under the laws of the State of Ohio, which will be the forum for any lawsuits filed under or incident to this agreement or the activity. Should any portion of this agreement be found to be invalid by a court of competent jurisdiction, the remaining terms shall continue in full force and effect.

Signature of Student: _____ Date: _____

If Student is under the age of 18:

Signature of Parent/Guardian: _____ Date: _____

Printed Name of Parent/Guardian: _____