

# STUDENT STATEMENT OF RESPONSIBILITY, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY FOR PARTICIPATION IN A GONZAGA UNIVERSITY PROGRAM, ACTIVITY, or FIELD TRIP

Complete all blanks on the first and last pages of this document. Initial each page, sign and date the final page.

Name:	Date of Birth (mm/dd/yyyy):	GU ID:
I wish to participate in the	program, activity,	or field trip offered through Gonzaga University
in Spokane, WA, during the approximate date	s of through	

I understand this educational program or activity is voluntary and is subject to all Gonzaga University policies covering students. In consideration for the opportunity to participate in this program, activity, or field trip I understand and agree as follows:

#### 1. Personal Behavior.

I am subject to the Gonzaga University "**Code of Conduct**" while participating in this program, activity, of field trip and all rules of conduct applicable to this activity. I have reviewed, understand and agree to comply with the Gonzaga University **Code of Conduct** accessible via the following link:

https://www.gonzaga.edu/student-life/student-services/resolution-center/student-code-of-conduct

#### 2. Health Factors

2.1 I represent that I am physically able, with or without accommodation, to participate in this program, activity, or field trip.

2.2 I am responsible for requesting reasonable accommodations related to a disability in a reasonable time frame prior to departure. I understand that I must provide the University's <u>Center for Student Academic Success</u> office with documentation of my disability to be considered for accommodations.

2.3 I understand that if I do not make my medical and psychological needs known in a timely manner, my participation in the program, activity, or field trip may be delayed until reasonable accommodations can be determined.

2.4 I represent that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me from my participation in this program, activity, or field trip and that I will indemnify and hold the University and its employees and agents harmless therefore.

2.5 If, in the course of the program a Gonzaga University official should determine, in his/her sole judgment, that the health, safety or welfare of myself or others, or the integrity of the program, is jeopardized by my continued participation, I agree to withdraw or be subject to removal from the program, activity, or field trip and remain responsible for the full payment of all program fees.

2.6 I understand that if Gonzaga University is not providing a leased or owned vehicle, and transportation consists of a personal vehicle (of another student, faculty, or staff member) or public transportation, Gonzaga University has no liability regarding transportation and I travel at my own risk.

2.7 Health and Safety Risks. I understand that, although the University has made every reasonable effort to assure my safety while participating in the program, there are **unavoidable risks** associated with any program, activity, or field trip including the following specific risks: travel to from and during the program or activity, risk of personal injury as a result of participation in physical activities such as walking, [\_\_\_\_\_]. I do

hereby acknowledge that I am fully aware of all risks and hazards that may be directly or inherently involved in this program or activity. With full knowledge of the facts and circumstances surrounding this activity, I do hereby assume all responsibility and risk from my participation in this activity, including all risk of property damage, injury, and other hazards to me. I hereby release and promise not to sue the University or its employees and agents, for any damages or injury (including death) caused by, derived from, or associated with my participation in the program.

#### 3. Medical Authorization.

3.1 I grant Gonzaga University and its agent's full authority to secure medical treatment on my behalf and consent to whatever action they deem necessary in the event of a health emergency, at my expense

INITIAL:

3.2 I authorize and consent to the release of information in accordance with the Family Educational Rights and Privacy Act (FERPA) for the duration of my participation in the program. Such information includes serious illness, accident, disappearance, or any other situation warranting the concern of my program provider, faculty leader, and/or a Gonzaga University official. I release the University, and its employees and agents, from any and all liability that may result from the University's compliance, or attempts to comply, with this authorization.

### 4. <u>Release of Liability</u>.

I am eighteen (18) years of age or older (for students under the age of eighteen this form must be signed by a parent or legal guardian). I, individually and on behalf of my heirs, successors, assigns, and personal representatives, release The Corporation of Gonzaga University, its Trustees, Regents, employees, agents, and representatives, from any and all liability whatsoever for damages, losses, or injuries (including death) that I may sustain to my person or property, arising out of, resulting from, or occurring during my participation in the program, activity, or field trip or any travel incident thereto. This release applies to any loss of property, injury, illness or death due to whatever cause including acts, omissions or negligence of Gonzaga University and its employees or agents, third party criminal conduct, political unrest, use of modes of transportation, and activities on the part of fellow participants, agencies, and organizations, persons, or groups with which Gonzaga University contracts or which Gonzaga University recommends for the provision of services for the program.

## 5. <u>Statement of Indemnification</u>.

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with my participation in the program, activity or field trip, including any travel incident thereto.

#### 6. <u>Waiver of Legal Rights</u>.

I agree that this Statement of Responsibility, Assumption of Risk, and Release of Liability is to be construed under the laws of the State of Washington, USA; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. By signing this document I hereby acknowledge that I have read this entire document, that I understand its terms and all disclosures therein, that I have been provided with the opportunity to have an attorney review this document, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

I ACCEPT EACH OF THE ABOVE RESPONSIBILITIES, EXPRESSLY ASSUME ALL OF THE RISKS DESCRIBED, AND VOLUNTARILY SIGN AND AGREE TO THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND AUTHORIZATION FOR MEDICAL TREATMENT.

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date:

FOR STUDENTS UNDER THE AGE OF EIGHTEEN (18)

Please Print Name of Participant's Parent or Legal Guardian

Signature of Participant's Parent or Legal Guardian

\_Date\_\_\_\_

INITIAL: