



**STATEMENT OF RESPONSIBILITY, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY FOR PARTICIPATION
IN THE 2022 GONZAGA EXPERIENCE LIVE (GEL) DAY**

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

Name: _____ Date of Birth (mm/dd/yyyy): _____

I wish to participate in the **GONZAGA EXPERIENCE LIVE (GEL) DAY** offered through Gonzaga University in Spokane, WA, on April 9, 2022 (“program” or “2022 GEL Day”).

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

1. Personal Behavior.

I hereby accept and agree to abide by all policies, rules and regulations of Gonzaga University as well as the laws of the State of Washington while on the premises of Gonzaga University and during the **2022 GEL Day**.

I understand that my failure to adhere to these policies, rules, regulations, and laws may result in: an alteration of my admission status, immediate removal from the Gonzaga University campus, and/or notification to my parents or guardians.

I have read and agree to abide by the University’s policies and expectations in the Gonzaga Student Code of Conduct, which is published online at: <https://www.gonzaga.edu/student-life/student-services/resolution-center/student-code-of-conduct>.

While not an exhaustive list, the following issues are of primary concern:

1. **Alcohol:** While under the legal drinking age of 21, the acquisition, distribution, possession or consumption of any alcoholic beverages (alcohol, spirits, wine and beer) in any form is prohibited *both on and off campus* by Gonzaga University students or their guests.
2. **Drugs:** The use, possession, consumption, sale or transfer of any dangerous drug, controlled substance, experimental drug, mind-altering substance, or drug paraphernalia on University premises or at University-sponsored activities is prohibited by students of any age. The illegal possession, consumption, provision, or sale of narcotics or drugs, or possession of paraphernalia, may result in referral to law enforcement officials.
3. GEL participants are to stay on the Gonzaga University campus throughout the duration of GEL Day.

2. Health Factors.

- 2.1 I represent that I am physically able, with or without accommodation, to participate in this program.
- 2.2 I am responsible for requesting reasonable accommodations related to a disability in a reasonable time frame prior to my participation in the program. I understand that I must provide the University's Disability Access office with documentation of my disability to be considered for accommodations.
- 2.3 I understand that if I do not make my disability-related requirements known in a timely manner, my ability to fully participate in the program may be affected.
- 2.4 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 and remain responsible for the full payment of all program fees.
- 2.5 **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 including the following specific risks: travel to, from, and during the program and risk of personal injury as a result of participation in physical activities associated with GEL Weekend (which may include, but will not be limited to, running, jumping, and other physical exertion). Additional risks associated with my participation in the program include **risk of contracting a communicable disease such as MRSA, influenza, and COVID-19, including the risk of respiratory failure, organ failure, paralysis, permanent disability, death, exacerbation of existing health conditions, stress, social-stigmatization, and/or spreading the disease to others.** I do hereby acknowledge that I am fully aware of all risks and hazards that may be directly or inherently involved in this program. With full knowledge of the facts and circumstances surrounding this program, I do hereby assume all responsibility and risk for my participation in this program, 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.**

INITIAL: _____

3. COVID-19

- 3.1 I understand and agree to abide by any vaccination/testing and masking requirements as determined by Gonzaga University and the Spokane Regional Health District.
- 3.2 I understand that COVID-safety guidance will be communicated via email within ten days of GEL Day and updated thereafter if conditions change.

4. Medical Authorization.

- 4.1 I grant Gonzaga University and its agents 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.
- 4.2 I authorize and consent to the release of information about me, including information about any 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.

5. Photo Release.

I authorize Gonzaga University to use photographs and/or video taken of me during the 2022 Gonzaga Experience Live (GEL) Day in publications, marketing materials, news releases, online, and in other communications related to the University's mission.

6. Release of Liability.

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 this program 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. If this form is signed by a parent or legal guardian and in the event of any future claim brought by or on behalf of my child arising from or related to my child's participation in this program or other claims related to this release, I, the undersigned parent or guardian, hereby agree to defend and indemnify Gonzaga University from and against any such claim(s).

7. Statement of Indemnification.

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, that are in any way caused by my participation in the program, including any travel incident thereto.

8. Waiver of Legal Rights.

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.

Signature of GEL Participant: _____ Date: _____

Please Print Name of Participant's Parent or Legal Guardian _____

Signature of Participant's Parent or Legal Guardian: _____ Date: _____

INITIAL: _____