

RELEASE AND WAIVER OF LIABILITY

This is a legal document that has legal consequences. You may consult an attorney prior to signing. PLEASE READ CAREFULLY BEFORE SIGNING. ALL PARTICIPANTS MUST SIGN AND SUBMIT THIS FORM BEFORE PARTICIPATING.

Field Trip to: _____ on [Date] _____
Course/Student Organization: _____
Faculty Advisor/Instructor: _____
Minor Participant: YES: _____ NO: _____

In consideration of my/my child's (**circle one**) participation in the Upward Bound Program, I accept and agree to the following terms and conditions.

Risks. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) understand that participation in the Upward Bound Program involves activities, including but not limited to on-site activities (e.g., kickball, rock/wall climbing, bounce houses, demonstrations, simulations), local field trips (e.g., St. Louis Zoo, Science Center), and out-of-state and overnight field trips (e.g., college tours throughout the country, amusement parks) (collectively "Field Trips"). The participant or minor participant and the parent/guardian of the minor participant (**circle one**) understand that Field Trips involve risks, including those associated with traveling to, within, and from Field Trip destinations and participating in designated activities. These risks may be minor or serious and include but are not limited to bumps, bruises, cuts, whiplash, sprains, torn ligaments, broken bones, chipped or cracked teeth, loss of limbs, loss of one or more bodily functions, emotional distress, property damage, financial loss, other serious physical injury, or death.

Campus Access. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) acknowledge and agree that Upward Bound operates Monday – Friday 8:30 a.m. – 4:00 p.m. and staff is available Monday – Friday 8:00 a.m. – 4:30 p.m. ("Operating Hours"). The participant or minor participant and the parent/guardian of the minor participant (**circle one**) acknowledge and agree that participants are prohibited from being on campus outside of Operating Hours. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) acknowledge and understand that the campus is not a secure location and no supervision is provided beyond Working Hours. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) acknowledge, understand and agree that the College is not responsible for the safety and welfare of any participant on campus outside of Working Hours.

Transportation. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) understand that the College may provide transportation to and from the Field Trip destinations. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) understand that participants are responsible for following all directives regarding meeting times and locations. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) understand that participants will be

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responsible for providing their own transportation to or from the field trip location if they fail to follow the directives provided regarding meeting times and locations.

Conduct. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) understand, acknowledge, and agree that participants must 1) attend all pre-travel, on-site, and post-travel meetings; 2) attend and participate in all aspects of the field trip; 3) follow all behavioral expectations, rules, and requirements during the field trip; 4) follow the directives of chaperones at all times; 5) remain with the group at all times unless supervised by a chaperone or having advised the chaperone that they will be separate for a short period, such as to use a restroom; 6) represent the College's mission and interests in words and actions at all times by complying with the Student Conduct Rights and Responsibilities found here: www.stlcc.edu/studentconduct; 7) adhere to all established curfews; 8) sleep in assigned rooms and not allow members of the opposite sex to enter; and 9) avoid acting in a disruptive manner. Violations may result in disciplinary action.

Medical Authorization. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) authorize representatives of the College to obtain appropriate medical treatment on the participant's or minor participant's behalf. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) agree to accept full responsibility for any and all expenses, including medical expenses that may result from injuries sustained by the participant or minor participant. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) are aware that the participant or minor participant may refuse such medical services at their own risk.

The participant or minor participant and the parent/guardian of the minor participant (**circle one**) have read the preceding paragraphs, including the associated risks, and assert that the participant or minor participant's (**circle one**) participation is voluntary and that the participant or minor participant and parent/guardian of the minor participant knowingly assume all such risks in any way arising out of, directly or indirectly, participation in the Program.

The participant or minor participant and the parent/guardian of the minor participant (**circle one**) agree to release, hold harmless, defend and indemnify the College, its trustees, officers, agents, employees, and all others acting on their behalf ("Protected Parties") from liability for injury or damage resulting from inherent risks of the Field Trip or the ordinary negligence of the Protected Parties. Such release extends to the participant's or minor participant's family, estate, heirs, and assigns.

The participant or minor participant and the parent/guardian of the minor participant (**circle one**) have read this Release and Waiver of Liability and fully understand its terms. The participant or minor participant and the parent/guardian (**circle one**) understand that they are giving up substantial rights, including the right to sue. The participant or minor participant and the parent/guardian of the minor participant (**circle one**) further acknowledge that each is signing the Agreement freely and voluntarily and intend their signature to be a complete and unconditional release of all liability, including that arising from ordinary negligence by Protected Parties, to the greatest extent allowed by the laws of the state of Missouri.

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This Release and Waiver of Liability and any claim or controversy hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Missouri, without regard to the conflict of laws provisions thereof. All actions and proceedings arising out of or related to this Agreement shall be brought in a court located in St. Louis County, Missouri.

I have carefully read this Release and Waiver of Liability form. I execute it voluntarily and with full knowledge of its significance. I agree that in the event that any clause or provision of this Release and Waiver of Liability shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, that shall continue to be enforceable.

[Print Name]

[Signature]

[Date]

If under the age of 18, the signature of a Parent or Legal Guardian is required.

I, the PARENT/GUARDIAN, affirm that I have explained the risks and rules to the minor participant and that the minor participant understands the risks and rules.

[Print Name of Parent/Legal Guardian of Student]

[Signature of Parent/Legal Guardian of Student]

[Date]

Faculty Advisor: _____

Instructions to Faculty Advisor: Please provide a copy of the completed and signed form to the Office of the General Counsel/Chief Legal Advisor and retain a copy for your records. Retain copies of signed forms for FIVE (5) YEARS from the date of the field trip. ***Students failing to timely submit a signed Waiver may not be permitted to attend the field trip. Waivers may NOT be submitted AFTER the field trip.***