XAVIER UNIVERSITY
Assumption of Risk and Release for the On- and Off-Campus Activities of

______________________________

[name of club, team, group or academic class]
During the 20__ - 20__ Academic Year

This form does not apply to international trips or domestic trips expected to consist of five or more off-campus overnight stays.

I, ____________________________ [student name] wish to participate in the on- and off-campus activities of ________________________________ [name of club, club sports team, group or academic class] at Xavier University during the 20__ - 20__ academic year (the “Activities”). I understand that unexpected conditions may require changes in the planned or expected Activities or might cause inconvenience or harm to me. I also understand and agree that Xavier University does not assume responsibility or liability for and has not made, does not make, and cannot make any representations whatsoever regarding my personal health and safety or that of my property while participating in the Activities.

I realize that there may be inherent risks to my health or wellbeing as a result of my participation in the Activities, which Xavier University can neither anticipate nor ameliorate. Such risks include but are not limited to any risk inherent in these types of Activities, inexperience or unfamiliarity with these types of Activities or their requirements, unfamiliarity with an off-campus location, any travel associated with the Activities, unfamiliarity with an off-campus location’s laws, culture or customs, unfamiliarity with work environment conditions or requirements, violence, complications from weather conditions, inadequate or unavailable healthcare facilities or assistance, inadequate, faulty, inappropriate or lack of training or instruction, inadequate, faulty, inappropriate or lack of equipment, accident, or mistake. I recognize that these risks may result in inconvenience, loss, injury, or damage to me, including personal injury, up to and including my death, or damage or loss of my personal property.

I certify that I am physically and emotionally capable of full participation in the Activities, however, I recognize that occasionally an individual participating in this type of event may face a health emergency requiring local hospitalization or emergency treatment. I have separately executed an Emergency Medical Care Authorization Form, however, I understand Xavier is under no duty to secure such care or assist me in any other way in the event of such a health emergency.

I promise to abide by all rules and requirements of my participation in the Activities, including the Student Handbook and all other University policies and procedures. I promise to exercise common sense and good judgment, and to conduct myself at all times in a manner that is appropriate to this type of experience. I recognize that by breaking any of these promises, or for any other reason deemed appropriate by Xavier University or its representatives, my participation in the Activities may be immediately terminated.

In consideration of Xavier University’s financial or other support of the Activities, and because I am voluntarily participating in the Activities, I acknowledge and agree that I assume all risks associated with participating in the Activities and agree to the terms set out in this Assumption of Risk and

This is the only form approved by Xavier University for this purpose. It may not be modified or changed in any way.
Release (the “Agreement”). Further, I release Xavier University from all claims, including negligence, that may arise from my participation in the Activities, whether foreseen or unforeseen, known or unknown, and I assume full responsibility for any injuries, damages, or losses that may arise out of my participation in the Activities, up to and including my death.

I acknowledge that this Agreement shall bind me as well as my family members, heirs, executors, administrators, personal representatives, dependents, successors and assigns. I further acknowledge that at the time of executing this Agreement I may or may not be aware of all the individual activities that will comprise the Activities hereunder, but that fact shall not affect the validity of this Agreement.

In this Agreement, “Xavier University” means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University, including but not limited to any Xavier University faculty members or employees that were involved in the planning of, making arrangements for or conducting of the Activities. The Academic Year covered by this Agreement shall begin with the first day of the fall semester and continue for approximately one year through the day before the start of the next fall semester. This Agreement shall be construed in accordance with the laws of the State of Ohio. Should any portion of this Agreement be held invalid, the remaining portion shall not be affected and shall continue to be valid and enforceable.

I certify that I have read and understand this Agreement, and I freely sign it, acknowledging the significance and consequences doing so. I also acknowledge that I have had all my questions answered to my satisfaction regarding the Activities and this Assumption of Risk and Release.

By signing this Agreement, I assert that I am at least 18 years of age. If I am not yet 18 years of age, I understand that my parent or legal guardian must also sign below before I may participate in the Activities.

<table>
<thead>
<tr>
<th>Participant’s Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Printed Name:</td>
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<tr>
<td>Date of Birth:</td>
<td></td>
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<tr>
<td>Xavier Banner ID:</td>
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<table>
<thead>
<tr>
<th>Parent/Guardian’s Signature</th>
<th>Date</th>
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