

**XAVIER UNIVERSITY**  
**Assumption of Risk and Release for**

\_\_\_\_\_ [name of experience]  
\_\_\_\_\_ [location and dates of experience]

I, \_\_\_\_\_ [student name] wish to participate in \_\_\_\_\_ [name of program/event or brief description of experience] on \_\_\_\_\_ [dates] (the “Experience”) as a student of Xavier University. I understand that this Experience will be conducted off-campus at \_\_\_\_\_ [off-campus location of experience] (the “Location”) and unstable or unexpected conditions may require changes in the planned Experience or might cause inconvenience or harm to me. I understand that Xavier does not own, operate or control the Location. I acknowledge that any student leaders of this Experience are acting in their voluntary capacity and not as representatives of Xavier University. 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 this Experience.

I recognize that certain aspects of the cultural climate of the Location may be materially different from that of my own culture or that of the Xavier Community. I further recognize that any experiences or other activities in the Location may be very different than exist in the Xavier Community. I realize that there may be inherent risks to my health or wellbeing as a result of my participation in this Experience, which Xavier University can neither anticipate nor ameliorate. Such risks include but are not limited to any risk inherent in this type of Experience, inexperience or unfamiliarity with this type of Experience or its requirements, unfamiliarity with the Location, travel to, from and around the Location, unfamiliarity with the Location’s laws, culture or customs, unfamiliarity with work environment conditions or requirements, political instability, war, insurrection, rebellion, riot, violence, terrorism, exposure to sickness or disease, allergic reaction, contaminated food or water, unfamiliar climate, 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 this Experience, 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 this Experience, including those set forth in the Student Agreement which I have separately executed. 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 this Experience may be immediately terminated.

**In consideration of Xavier University’s financial or other support of this Experience, and because I am voluntarily participating in this Experience, I**

**This is the only form approved by Xavier University for this purpose.  
It may not be modified or changed in any way.**

**acknowledge and agree that I assume all risks associated with participating in this Experience and agree to the terms set out in this Assumption of Risk and Release (the “Agreement”). Further, I release Xavier University from all claims, including negligence, that may arise from my participation in this Experience, 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 this Experience, 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.

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 this Experience. 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 this Experience 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 this Experience.

Participant’s Signature	Date
Printed Name: _____	
Date of Birth: _____	
Xavier Banner ID: _____	
Parent/Guardian’s Signature	Date
if under 18	

**This form must be notarized:**

STATE OF \_\_\_\_\_ :  
: SS  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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