XAVIER UNIVERSITY
Assumption of Risk and Release and Agreement for Service Alternative to Documentation Fines Program (SAP)

________________________ [location of experience]

________________________ [date of experience]

I, ___________________________ [student name] wish to participate in the Service Alternative to Documentation Fines Program (SAP) on __________________________ [date] (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 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 laws, culture or customs, unfamiliarity with work environment conditions or requirements, 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 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 this Experience may be immediately terminated.

This is the only form approved by Xavier University for this purpose. It may not be modified or changed in any way.
In consideration of Xavier University’s financial or other support of this Experience, and because I am voluntarily participating in this Experience, I 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 and Agreement (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 and Agreement.

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