

ASSUMPTION OF RISK AND RELEASE AGREEMENT
On or Off-Campus Experience
Non-Xavier Individuals (Under 18)

Please type or print clearly:

Participant's Name: _____

Parent/Guardian Name: _____

Activity, camp, club, class, program, event, or trip (the "Experience"): Xavier Honor Band

Location: Gallagher Student Center

Date(s) of Experience: February 24 - 26, 2023

- I. **Participation Acknowledgement.** I am the Parent or Guardian of the Participant listed above who is participating in the Experience, which is occurring at the Location and on the Date(s) listed above.
- II. **The Location.** I understand that unstable or unexpected conditions in the Location may require changes in the planned Experience or might cause inconvenience or harm to the Participant. I recognize that certain aspects of the cultural climate of the Location may be materially different from that of the Participant's own culture or that of the Xavier Community. I further recognize that if the Experience is occurring off-campus, any experiences or other activities in the Location may be very different than exist in the Xavier Community.
- III. **Activities.** I understand that Activities my Child may be participating in may include, but are not limited to the following: activities in the Experience classroom, swimming or other recreational activities at any of Xavier University's athletic facilities, outdoor activities on campus, visiting classrooms or other facilities on campus, walking or otherwise traveling around campus or in facilities, and any field trips to various off-campus locations (the "Activities").
- IV. **Assumption of Risks.** I realize that there may be inherent risks to my health or wellbeing as a result of my participation in this Experience, which Xavier cannot anticipate, change or improve. 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(s), travel to, from and around the Location(s), unfamiliarity with laws, culture or customs, unfamiliarity with work environment conditions or requirements, riot, violence, terrorism, exposure to sickness or disease including the novel coronavirus COVID-19, 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.
- V. **Rules, Procedures, and Requirements.** By signing this Assumption of Risk and Release (the "Agreement"), I understand that the Participant will be expected to abide by all rules, procedures, and requirements of his/her participation in this Experience. I further understand that the Participant will be expected to exercise age-appropriate common sense and good judgment, and to conduct him or herself at all times in a manner that is appropriate to this Experience. I recognize that the Participant's failure to act in accordance with this section, or for any other reason deemed appropriate by Xavier, the Participant's participation in the Experience may be immediately terminated. I understand that if the Participant is separated from this Experience for any reason, I will continue to be responsible for all Experience costs and any additional costs resulting from the Participant's early departure or dismissal.
- VI. **Emergency Medical Care.** I recognize that occasionally an individual participating in this type of Experience may face a health emergency requiring local hospitalization or emergency treatment. As a result, I authorize Xavier, through its representatives, to secure emergency medical care, hospitalization, surgical treatment, or dental treatment for the

Participant during his/her participation in this Experience. However, I understand that Xavier is under no duty to secure such care or assist the Participant in any other way in the event of such a health emergency. I further understand that Xavier is in no way responsible for any costs or other damages arising from the Participant's participation in this Experience, or resulting from any assistance provided or not provided under this paragraph.

VII. **Emergency Contact Information.** In the event of a health emergency, I authorize Xavier University, through its representatives, to contact the person(s) designated below.

First Emergency Contact:

Second Emergency Contact:

Name: _____

Name: _____

Relationship: _____

Relationship: _____

Address: _____

Address: _____

Phone Number: _____ - _____ - _____

Phone Number: _____ - _____ - _____

E-mail: _____

E-mail: _____

VIII. **Health History.** I certify that I have accurately provided the health information requested below. In the event I require emergency medical care in connection with my participation in the Experience, I authorize Xavier to release the information provided below to medical personnel to facilitate that medical care. Xavier will not use the information below for any other purpose, including any assessment of my ability or fitness to participate in the Experience. (Complete part a. for any Experience lasting less than 24 hours and that do not involve an overnight stay. Complete part b. for any Experience that involves an overnight stay and/or lasts more than 24 hours.)

a. (Complete part a. for any Experience lasting less than 24 hours and that do not involve an overnight stay.) The Participant has the following health problems, drug allergies and/or reactions that Xavier needs to be aware of in the event of an emergency [write "none" if not applicable]:

b. (Complete part b. for any Experience that involves an overnight stay and/or lasts more than 24 hours.) The Participant has the following health problems [list any continuing health problems]:

The Participant has the following drug allergies and reaction [list any drug allergies and briefly describe what happened]:

The Participant regularly takes the following medicines [include any pills or injections, prescription and over-the-counter medications]:

Has the Participant ever lived in close contact with anyone who had tuberculosis? Yes No

TB skin test: _____ negative _____ year
_____ positive _____ year
_____ never tested

TB Medicines Taken: _____

Has the Participant had the following [*check if **you** have ever had any of the following and explain below*]:

- Anemia
- Asthma or Allergies
- Arthritis or Back problems
- Bladder or Kidney problems
- Blood Clot(s) or bleeding problems
- Cancer or Leukemia
- Epilepsy, Seizure Disorder or Syncope (Fainting)
- High Blood Pressure
- Ulcer or Inflammatory Bowel Disease
- Heart Problems
- Migraine headache
- Eating Disorder
- Psychosis or Schizophrenia
- Anxiety or Depression
- Substance Abuse
- Surgery
- None of the above

If you checked any of the above, please provide a brief explanation: _____

Has anyone in the Participant's family ever had any of the following health problems:

- Blood Clots or Bleeding Problems
- Cancer
- Diabetes
- Heart Disease
- Sickle Cell Disease

Please use the space provided to inform us if there is anything else that is not covered by this form that we should be aware of: _____

IX. **Medical Insurance Coverage.** By signing this Agreement, I acknowledge that the Participant has the medical insurance coverage as may be required by the particular Experience, or that he/she is not covered by medical insurance because the particular Experience does not require such coverage. I acknowledge that Xavier is not responsible for any costs associated with any emergency health treatment, and that this applies regardless of whether the Participant does or does not have medical insurance coverage. I further acknowledge that Xavier is not required to pay for any evacuation, reunion, or repatriation of remains costs that arise out of my participation in the Experience.

X. **Photograph/Media Consent and Release.** I hereby grant to Xavier the irrevocable, assignable, worldwide right and license to use, re-use, alter, sell, distribute, publish, re-publish, license, and assign the Participant's likeness, alone or together with other images, videos, name, or other text (collectively, "Image"), for any and all purposes, in any manner and in any medium now known or later developed, whether or not Xavier could use the Participant's Images without this Agreement. This Agreement governs all Images of the Participant, whether created before or after the date of my participation in this Experience, unless I notify Xavier in writing that I desire to exclude specific Images from this Agreement. I hereby waive any right to inspect or approve the finished product or anything that may be used in connection with the Participant's Image and any right that I may have to control the use to which said product or Image may be applied. I also waive any right to royalties or compensation arising out of or related to the use of the Participant's Image. I hereby release Xavier from all claims and liability relating to the licenses I have granted in this

section of the Agreement. This Agreement does not obligate Xavier University to use or publish the Participant’s Image or use the rights I have granted.

If I do not wish to grant Xavier the rights and licenses contemplated by this Section, I understand that I must inform Xavier in writing prior to my participating in the Experience.

XI. **Waiver of Liability.** I understand and agree that Xavier does not assume responsibility or liability for and has not made, does not make, and cannot make any representations whatsoever regarding the Participant’s personal health and safety or that of my property while participating in this Experience. I release Xavier 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.

XII. **Acknowledgment.** In consideration of Xavier’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 Agreement. I understand that I may discontinue my participation at any time.

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 acknowledge that this Agreement shall bind me as well as my family members, heirs, executors, administrators, personal representatives, dependents, successors and assigns.

I acknowledge that I have read the instructions for completing this Agreement. I certify that I have read and understand this Agreement, and I freely sign it, acknowledging the significance and consequences of doing so. I also acknowledge that I have had all my questions answered to my satisfaction regarding this Experience and this Agreement.

Parent or Guardian’s Printed Name:	_____
Parent or Guardian’s Signature:	_____
Date:	_____
Relationship:	_____
Address:	_____
Phone Number:	_____
E-mail:	_____