

# Smith College

Northampton, Massachusetts 01063

## Travel Agreement – Domestic Non-Sponsored

Please print the Following Information and Read and Sign the Following Agreement

Participant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_

Eve. Phone: \_\_\_\_\_

Program: \_\_\_\_\_

ID #: (if applicable) \_\_\_\_\_

Location: \_\_\_\_\_

From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

**This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participating in an Trip on or off campus.**

Smith College (here after referred to as Smith) is a non-profit educational institution. References to Smith includes its trustees, employees, volunteers, students, Student Government Organizations participants, participating organizations, sponsors, agents and assigns.

I freely choose to travel, study, or volunteer to intern at the organization(s) or location(s) indicated above, for the purpose of study, developing personal business and/or social service skills and/or personal experience as may be applicable (henceforth referred to as the Trip) and freely accept all the risks associated with the Trip. I expressly agree that I am not an employee of Smith, and have no employee rights or benefits including, without limitation, any workers' compensation benefits.

I understand that Smith is not an agent of, and has no responsibility for, any third party including without limitation any sponsor or program that may provide any services, equipment, training or activities associated with the Trip. I understand that Smith has not reviewed, certified, or investigated the Trip and makes no statement or warrantee as to the safety of said Trip. I agree to inform myself about the potential dangers of the areas I am traveling to and precautions which should be taken. I understand that Smith will not provide legal assistance if I am arrested for any reason.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself and avoiding any activity or behavior which would harm me or others. I agree to observe the rules and practices that may be posted or advised by Smith or the program or sponsor. I agree that if I fail to act in accordance with this agreement I may be dismissed from the Trip.

Despite precautions, accidents and injuries can occur. I understand the activities I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or Trip participation. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- ◆ Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, that may occur as a result of participating in an activity or contact with physical surroundings, environment, equipment or other persons.
- ◆ Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- ◆ Theft or loss of personal property during the Trip or any Trip related travel.
- ◆ Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- ◆ Alteration including delay, extension or cancellation of the Trip due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Trip or facilities, equipment, or services in association with the Trip, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that participating in this Trip and use of facilities at Smith is an acceptance of risk of injury.

### Medical Treatment Authorization

I authorize Smith to act on my behalf in any medical emergency, if applicable.

### Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration of Smith's support of the Trip, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE Smith from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Smith on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the facilities, equipment, or services in association with the Trip howsoever the injury is caused, including whether by the ordinary negligence of Smith or otherwise.

In consideration of Smith's support of the Trip I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS Smith from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the facilities and my use of facilities, equipment, or services in association with the Trip.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Trip and the use of facilities, equipment, or services in association with the Trip, that I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily participating in the Trip.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Trip and my use of facilities, equipment, or services in association with the Trip, and that by this agreement I am relieving Smith of any and all liability for such loss, damage or death.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Smith permitting my use of the facilities and my use of facilities, equipment, or services associated with the Trip.

This agreement shall be construed and enforced in accordance with Massachusetts' law and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under Massachusetts' law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly executed at \_\_\_\_\_, \_\_\_\_\_ this day of \_\_\_\_\_, \_\_\_\_\_.

### IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day/month/year

Witness: \_\_\_\_\_

Witness Address: \_\_\_\_\_

Witness Name Printed: \_\_\_\_\_

*Signatures need not be notarized but must be witnessed.*