Davis&Elkins College
DISTINCTION & EXCELLENCE

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Fill in all the blanks on both sides

I, _____ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in an off-campus, College-sponsored, learning and development-related activity or experience as part of my program of study (such activities and experiences include, but are not limited to the following: field trips; internships; practica; various career-preparation related experiences; service activities; and volunteer activities) between the dates of August 1, 2025 and July 31, 2026.

In consideration for being permitted by Davis & Elkins College to participate in any, or all, of the above activities, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Davis & Elkins College policies and procedures, including those policies that appear in the Davis & Elkins College Student Handbook. I acknowledge that Davis & Elkins College has the right to terminate my participation if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of Davis & Elkins College, or for any other reason in the College's discretion.

INFORMED CONSENT: I have been informed of and understand that by participating in any or all of the above activities I am exposing myself to inherent dangers, hazards, and risks, including but not limited to transportation to and from off campus locations via private vehicle, rental vehicle, common carrier and/or Davis & Elkins College owned vehicle, participation in travel to/from off-campus locations, overnight accommodations, environmental conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and in any independent research or activities I undertake as an adjunct to the Program. I understand that as a Participant I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only DAVIS & ELKINS COLLEGE's actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, and that there may be other risks not known to me or Davis & Elkins College or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** DAVIS & ELKINS COLLEGE, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the above mentioned Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES, OR OTHERWISE**, **WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM OCCURS OR IS BEING CONDUCTED.**

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Program mentioned above, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of, but not limited to: participation in the activities, travel to and from off campus locations via private vehicles, common carriers, and/or Davis & Elkins College owned vehicles, weather conditions, overnight accommodations, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF RELEASEES**, and assume full responsibility for my participation in the Program.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE**.

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of participation personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Program.

MEDICAL CONSENT: I understand and agree that Releasees do not have medical personnel available at the location of the Program. In the event of any medical emergency, **I (initial one) do_____do not_____** authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the Davis & Elkins College personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. Authorization of medical consent pertains to hospital treatment only and does not prohibit emergency care in the field.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of West Virginia.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

_____ _____

Signature of Participant Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

_____ _____

Signature of Parent or Guardian Date

****

Date of Birth _____ Age _____ Height _____ Weight _____

Local Address _____

Dietary restrictions _____

Allergies (bee, food, medications, etc.)

_____

_____

Recent injuries or illnesses

_____

_____

Other medical concerns that might affect the student's participation in the scheduled activities:

_____

_____

Please list any medications you might bring on the scheduled activities. If it is necessary to carry an Epi-pen please bring two (2) pens. If it is necessary to bring an inhaler, please bring two (2) inhalers.

_____

_____