



SUMMER PRE-COLLEGE 2017
ACKNOWLEDGEMENT OF RISK AND RELEASE AND WAIVER OF LIABILITY FORM

PARTICIPANT'S NAME: _____

DATE OF BIRTH (MO/DAY/YR): _____

PARTICIPANT'S HOME ADDRESS: _____

IF PARTICIPANT IS UNDER 18 YEARS OLD,

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN ADDRESS: _____

DESCRIPTION OF EVENT/ACTIVITY: Summer Pre-College Programs 2017

DATE OF EVENT/ACTIVITY: July 9, 2017 through July 22, 2017

LOCATION OF EVENT/ACTIVITY: Garden City, NY and various excursion locations

CHECK ONE: STUDENT: NON-STUDENT:

IF NON-STUDENT, DESCRIBE STATUS: _____

Waiver, Hold Harmless and Indemnification:

The undersigned and participant, if participant is not the undersigned (hereinafter together referred to as "the undersigned") wishes to participate in the event or activity described above (or, if the undersigned is not the participant, the undersigned wishes to have his/her minor child participate in the event or activity described above). In consideration of being permitted to participate in the above event/activity, the undersigned, on behalf of the undersigned, and the heirs, estate, executors, administrators, and personal representatives of the undersigned and the participant, the undersigned does hereby release, waive, discharge, indemnify and hold harmless Adelphi University, its officers, directors, trustees, employees, agents, successors, and/or assigns from and against any and all claims, actions, suits, costs and damages (including, but not limited to attorney's fees), liabilities and causes of action relating to injuries to person (including disability and/or death) and/or damages to property arising from participation in the above-described event or activity.

Acknowledgment and Assumption of Risks:

The undersigned fully recognizes that there are dangers and risks to which the undersigned may be exposed by participating in the event or activity described above. The undersigned acknowledges that Adelphi University does not require the undersigned to take part in, or attend, the event or activity described above. The undersigned further acknowledges that participant has freely chosen to take part in the above-described event or activity despite any possible dangers and risks associated with doing so. The undersigned signs this Release and Waiver after careful consideration of the dangers, hazards and risks of participating in, or allowing a minor child to participate in, the above-described event or activity. The undersigned, on behalf of the undersigned and the participant (if the undersigned is not the participant), assumes all of the risks and responsibilities associated with participation in this event or activity.



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Binding Effect:

This Release and Waiver shall bind the estate, heirs, executors, administrators, personal representatives, successors, and/or assigns of the undersigned. This document shall be deemed a release, waiver, discharge and covenant not to sue Adelphi University, its officers, directors, trustees, employees, agents, successors, and/or assigns to save, hold harmless and indemnify same.

Choice of Law and Severability:

This Release and Waiver shall be construed in accordance with the laws of the State of New York. If any term or provision of this Release shall be found to be illegal or unenforceable, the validity of any remaining provisions shall not be thereby affected.

All claims arising out of this release shall be filed in the Supreme Court of the State of New York, County of Nassau or, at Adelphi University's sole discretion, may be referred to the American Arbitration Association for arbitration proceedings.

Medical Care:

The undersigned does hereby assure Adelphi University that the undersigned is covered by adequate health insurance to pay for all medical costs arising from injuries to participant as a consequence of participating in the above event or activity. The undersigned further understands that Adelphi University is not responsible for any medical expenses associated with any personal injury the undersigned may sustain while participating in the event or activity and understands that Adelphi University does not provide medical insurance for the undersigned.

The undersigned acknowledges that medical personnel may not be available at the location and time of the event or activity. The undersigned, agrees that Adelphi University, its officers, directors, trustees, employees, agents, successors, and/or assigns are granted permission to authorize emergency medical treatment, if necessary, and such action shall be subject to the terms of this Release and Waiver. The undersigned understands and agrees that Adelphi University, its officers, directors, trustees, employees, agents, successors, and/or assigns shall assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

Photo/Quote Release Form:

The undersigned, on behalf of the undersigned and participant (if participant is not the undersigned) authorizes Adelphi University to make use of video/photographs taken of participant and/or any quotes attributed to participant. And, the undersigned further grants to Adelphi University the perpetual right to any use of the video/photographs and any quote attributed to the undersigned, or with a fictitious connection, either solicited or unsolicited, at its discretion, whether through its own facilities or those of other agencies or organizations to whom it subsequently grants use. Also, the undersigned agrees that Adelphi University shall not be required to include or credit identifying any person in the use of the video/photographs for certain purposes. The undersigned has not received payment nor been promised anything of value for use of their image. And finally, hereby releases Adelphi University, its officers, directors, trustees, employees, agents, successors and assigns, from any and all claims for damages, for libel, slander, invasion of privacy, appropriation of my image or personality, or any other claim based upon the use of the video/photographs taken of the undersigned.



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Acknowledgment of Understanding:

The undersigned acknowledges that he/she has read this entire Release and Waiver, he/she fully understands it, and he/she agrees to be legally bound by it. The undersigned further represents that he/she is fully competent to execute this Release and Waiver and be legally bound by it.

If the undersigned is a person other than the participant, the undersigned represents that he/she is the natural parent or legal guardian of the participant and, as such, has legal authority and competency to execute this Release and Waiver on behalf of the participant to bind the undersigned, the participant, and the estate, heirs, executors, administrators, personal representatives, successors, and/or assigns of the undersigned and the participant.

PARTICIPANT SIGNATURE: _____ Date: _____

PARENT/GUARDIAN SIGNATURE: _____ Date: _____

Please return this page with signatures to: Adelphi University, Office of High School & Pre-College Programs, 1 South Avenue, Hagedorn Hall of Enterprise, Room 201, Garden City, NY 11530