



CONDITIONS OF PARTICIPATION AGREEMENT

All participants must complete these forms completely in order to attend the Program.

Name of Program: _____

Dates: _____

Name of Participant: _____

Emergency Contact: Name: _____ Relationship: _____

Phone (Primary): _____ Phone (Secondary): _____

Email: _____

This legally-binding Conditions of Participation Agreement (“Agreement”) made by me and Point Park University and others is knowingly, willingly and voluntarily entered into by me to participate in Program. I understand that the University does not require me to participate in the Program, but I want to do so, despite the possible dangers and risks and despite this Agreement. However, in consideration for the University allowing me to participate in the Program, I agree to all terms & conditions contained in this Agreement. Failure to return a signed copy of this Agreement to the University prior to the start date of the Program will result in the Participant’s dismissal from the Program.

[Program Description]

In addition to the Program curriculum, Participants may participate in other extra-curricular activities, including, but not limited to, visits to museums, amusement parks, water parks, swimming pools, baseball games, movies, theatrical performances, holiday celebrations, sightseeing, dinners at nearby restaurants and any other related or substitute travel for the purpose of education, social service or other experience (collectively “Related Functions”). These events shall be referred to as the “Program.”

Housing: Point Park University will make University housing available to Participant use during the Program. If Participants elect to stay in University Housing, Participants must bring all desired bed linens, towels, toilet paper, shower curtains, and personal toiletry items as Point Park University will not provide these items.

Information Technology: The University cannot restrict Wireless Access and, therefore, cannot prevent me from Wireless Access of sites that may be objectionable or dangerous. Participants may access the internet by using the computers and network in the University's computer labs or by using personal devices such as iPhones, iPads, Smartphones, laptops, notebooks, etc., (collectively “Personal Devices”) and wireless network access provided by the University or others in certain University facilities or by private carriers (collectively “Wireless Access”).

- 1. PROGRAM FEES:** I agree to pay all program fees and charges related to the Program prior to the start date of the Program. **If the Participant withdraws, departs, or is dismissed from the Program at any**

time, neither the Participant nor the Guardian will receive a refund of any fees paid to the University.

- 2. CONDITIONS OF PARTICIPATION:** I will conform to the requirements of applicable law, Program rules, Program regulations, Program directives, and the University Code of Student Conduct, as stated within the most current Point Park University Student Handbook, revised annually, while participating in the Program. The most current Point Park University Student Handbook is available at: <https://www.pointpark.edu/StudentLife/StudentConduct/StudentPlannerHandbook/index>. The use of illegal drugs and alcohol is strictly prohibited by all Program Participants, regardless of age, while engaged in Program activities. **I understand that my failure to comply with this Agreement shall lead to disciplinary action, including dismissal from the Program. Any punishment, suspension or termination under this Agreement is in addition to, and not in lieu of, any legal remedies which may be separately pursued by the University.** This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania. Any litigation regarding this Agreement, shall be brought in a court of competent jurisdiction in the County of Allegheny, Commonwealth of Pennsylvania.
- 3. PROMOTIONAL CONSENT AND RELEASE:** I authorize the University to use my comments as recorded, name and other information provided without expectation of any consideration whatsoever. I further understand and acknowledge that my comments, name and other information provided may be used by the University without limitation or restriction in perpetuity for institutional publicity and marketing, including internet and supplementary literary material, and other purposes. In addition, the University may use photographs or videos taken of me during the Program for promotional purposes. Finally, I agree to the release of my images to the University and I agree that the University may provide my name and information to local U.S. media.
- 4. FITNESS FOR PARTICIPATION:** I understand the nature of the Program. I represent that I am physically fit, in good health and qualified to participate in the Program. I acknowledge that I have been advised by the University that I should consult with a physician prior to participation. I further acknowledge and agree that if I believe the Program conditions are unsafe, I will immediately discontinue participation in the Program.
- 5. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** I fully understand all risks and hazards arising out of, associated with and/or related to my participation in the Program including, without limitation, contact with other participants, spectators, or other third parties; falls, including, without limitation, slip and falls related to slippery surfaces, spilled liquids, collisions, tripping hazards, missteps, and other mishaps; flaws and defects in equipment; irregular field and/or facility conditions; negligent field and/or facility maintenance; negligent officiating, coaching and participation; transportation to and from the Program; natural disasters and/or extreme weather conditions. Risks may be caused by my own action or inaction, the actions or inactions of other participants, the actions or inactions of spectators or other third parties, the condition of the facilities in which the Program takes place, including the risks of improper maintenance, neglect and dangerous physical conditions at facilities where the Event activities will occur and/or the negligence of the University, its Board of Trustees, officers, employees, agents, students, and volunteers (together "Releasees"). I also understand that there may be other risks either not known to me or not readily foreseeable at this time and that some risks cannot be predicted or controlled.

I fully understand that participation in the Program involves risks of serious bodily injury, including without limitation, broken bones, dismemberment, soft tissue damage, stress put on joints, muscles, and other body parts, torn muscles and/or ligaments, sprains, posture, hip and knee injuries, emotional distress, drowning, eye damage, cuts, wounds, scrapes, abrasions, and/or spinal injuries, shock, electrocution, head and brain injuries, concussions, permanent disability, paralysis and death to me, participants and

spectators, which may be caused by my own actions, or inactions, those of others participating in the Program, the conditions in which the Program takes place, or the negligence of the Releasees. I understand that theft, damage or loss of personal property during the Program may occur.

I voluntarily and knowingly assume and accept all risks arising out of, associated with, or related to my participation in the Program, even though such risks may have been caused by the negligence of the Releasees, including any medical expenses that I may incur as a result of my personal injury or illness. I understand and agree that **I am solely responsible** for any injury, loss or damage which I might sustain while participating in the Program, even though such injury, loss, or damage may have been caused by negligence of the Releasees.

- 6. RELEASE, DISCHARGE AND WAIVER:** I have reviewed the Program description and the conditions under which the Program will be conducted. I understand the Program and conditions as well as the risks related to the Program and conditions. I agree to participate in the Program despite any risks present as a result of the Program or conditions. I agree to remise, release and forever discharge the Releasees from all liability, actions, causes of action, suits, judgments, claims and demands that may arise from my participation in the Program (up to including death, injury, loss, theft, damage to personal property, or other harms) and **FOREVER WAIVE** any claim for damage arising from any cause whatsoever that may arise from my participation in the Program (up to including death, injury, loss, theft, damage to personal property, or other harms). **I UNDERSTAND THAT THIS RELEASE, DISCHARGE AND WAIVER COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE.**
- 7. COVENANT NOT TO SUE:** I agree that I will never institute any action or suit at law or in equity against the Releasees, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of my participation in the Program.
- 8. INDEMNITY:** I agree to defend, indemnify and hold harmless the Releasees from any claim, damage, liability, injury, expense or loss, including, but not limited to, reasonable attorney fees, by reason of any suit, claim, demand, judgment or cause of action, initiated by me, or any other person, arising out of my participation in the Program. I will reimburse the Releasees for all costs, including attorneys' fees, if anyone makes a claim against the University and/or other Releasees in connection with my participation in the Program, including, without limitation, any accident I may be involved in or any injury, loss or damage to myself or other parties or property, however caused.
- 9. MEDICAL TREATMENT/RELEASE OF MEDICAL INFORMATION:** I agree to provide the University with all requested Emergency Contact and Medical Information prior to the start date of the Program. I understand that the University or others present during the Program may need to respond to accidents or emergency situations that may occur as a result of participating in the Program. I give my permission for me to receive emergency medical treatment as deemed necessary/advisable by the Releasees at a hospital, clinic, urgent care facility, physician's office or other similar facility and authorize the release of any available medical information as necessary to facilitate such treatment. I understand that my participation in the Program may result in injuries requiring medical attention. I agree that any medical expenses that I may incur are my financial responsibility and not that of the Releasees. I understand and acknowledge that neither the nurse nor any other member of the University's or Program's staffs are permitted to store, dispense or administer any medicines.

I HAVE READ THIS ENTIRE AGREEMENT AND I UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN. I VOLUNTARILY AND KNOWINGLY AGREE BE LEGALLY BOUND BY IT ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE. I INTEND IT BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I UNDERSTAND THAT, IF THE TERMS OF THIS AGREEMENT ARE UNACCEPTABLE TO ME, I SHOULD NOT AND WILL NOT PARTICIPATE IN THE PROGRAM.

Name of Participant:

Signature of Participant:

Date (month/day/year):

Participant Age and Birthdate:¹

¹ If Participant is under 18 at signature date, a Parent or Guardian must also complete the "Minor Participant Addendum."

Minor Participant Addendum
(All Parents/Guardians Must Sign)

The Undersigned, _____ and _____, certify that he/she/they is/are the parent(s)/legal guardian(s) with legal responsibility for the Participant (individually or collectively, and on behalf of their respective heirs, executors, administrators and assigns, referred to as "Parents"). Participant and Parents have requested permission from the University to participate in the above-named Program. Parents represent that Parents have read and understood the entire Conditions of Participation Agreement set forth above and that Parents **appreciate the risks and hazards of the Program and agree, on their own behalf and on behalf of the Participant, that the terms and conditions of the Agreement, including conditions of participation, promotional consent and release and all covenants concerning assumption of risks, remise, release and discharge, waiver, and defense, indemnity and hold harmless, are binding and enforceable on Participant and Parents in connection with Participant's participation in the above-Program.**

Parents represent that **Participant is physically fit, in good health and qualified to participate in the Program.** Parents acknowledge that they have been advised by the University that they and Participant should consult with a physician prior to participation. Parents further acknowledge and agree that if they or Participant believe the Program conditions are unsafe, Participant will immediately discontinue participation in the Program.

Parents specifically **release any and all claims for any loss or damage** sustained by Parents as a result of Participant's in the above-Program, including, but not limited to claims for any **medical expenses** that Parents may incur for treatment for injuries sustained by Participant. Parents agree and understand that the cost of potential medical procedures is expensive and that all costs will be covered by Parents' insurance carrier or out of Parents' own pocket and NOT by the University or other Releasees. Parents understand that the University or others present during the Program may need to respond to accidents or emergency situations that may occur as a result of participating in the Program **give their permission for Participant to receive emergency medical treatment as deemed necessary/advisable by the Releasees** at a hospital, clinic, urgent care facility, physician's office or other similar facility and authorize the release of any available medical information as necessary to facilitate such treatment.

Parents agree that they will **never institute any action or suit at law or in equity against the Releasees**, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of Participant's participation in the Program. Parents also agree to **defend, indemnify and hold harmless the Releasees for any and all claims** for any loss, damage, injury or expense arising from or connected in any way with Participant's participation in the Program that are brought by or on behalf of the Participant or any other person having or claiming to have a right of recovery in connection herewith. **Parents will reimburse the Releasees for all costs, including attorneys' fees, if anyone makes a claim against the University and/or other Releasees in connection with Participant's participation in the Program, including, without limitation, any accident Participant may be involved in or any injury, loss or damage to myself or other parties or property, however caused.**

I/WE UNDERSTAND THAT THIS RELEASE, DISCHARGE AND WAIVER AND AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE OR FAILURE TO SUPERVISE.

Name: _____

Name: _____

Signature: _____

Signature: _____

Relationship to Minor: _____

Relationship to Minor: _____

Date: _____

Date: _____