

## **CUNY OFF-CAMPUS ACTIVITY PARTICIPATION, WAIVER, AND EMERGENCY CONTACT FORM (DOMESTIC TRAVEL)**

This form has been developed by the CUNY Office of the General Counsel (OGC) and shall not be altered or adapted except in the answerable fields without the approval from OGC.

**PART A** - To be completed by the Trip Sponsor and then distributed for completion by participating students

### **Description of Activity**

(“College”) of The City University of New York believes that participation in organized, off-campus activities by its students can be an important part of a student’s learning experience. Off-campus activities may, however, involve certain risks, both to the participating students and to the College/University. In order to participate, each student must read carefully, complete, and sign this Off-Campus Travel Participation, Waiver, and Emergency Contact Form and submit it to the Trip Sponsor prior to the Activity.

Description of Activity:

Destination of Activity:

Date(s) of Activity:

Name of Trip Sponsor:

Title of Trip Sponsor:

Name of Trip Chaperone/Contact Person:

Telephone Number of Trip Chaperone/Contact Person:

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**PART B** - To be completed and signed by the participating student and, if under 18, his/her parent or legal guardian

### **Participation, Waiver and Release, and Emergency Contact Information**

I wish to participate in the Activity, and in consideration for being permitted to participate in the Activity, I hereby represent and agree as follows:

1. I understand that participation in the Activity involves risks and hazards not found in study at the College, including risks involved in traveling, and I have sought and obtained information and advice that I feel are necessary and appropriate. I am fully aware of and voluntarily assume the risks and hazards connected with participating, and I hereby voluntarily elect to participate in the Activity. I acknowledge, accept, and assume all such risks, whether or not foreseeable and whether or not caused by the negligent or intentional acts or omissions of others.
2. I understand that, although the University has made every reasonable effort to assure my safety while participating in the Activity, there are unavoidable risks, and I hereby release and promise not to sue the City of New York, the State of New York, the College, the University, and the

officers, employees, agents, or representatives of any and all of them (“Released Parties”) for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Activity, except for such claims, damages or losses may be caused by the gross negligence or willful misconduct of the Released Parties. It is my express intent that this Release bind my heirs, assigns, and personal representatives.

3. I represent that my statements herein are accurate and complete and that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release, I have the right to consult with the adviser, counselor, or attorney of my choice.
4. I will become informed of, and will abide by, all such laws and standards surrounding the Activity and assume responsibility for my actions, understanding that the circumstances of an Activity may require a standard of behavior that may differ from that applicable on campus. I will comply with the University’s rules, standards, and instructions, for student behavior generally and for the Activity, including the College’s Code of Student Conduct and the Henderson Rules of Public Order (collectively, “standards”). I acknowledge and understand that my compliance is important to the success of the Activity and to the University’s/College’s willingness to permit future similar activities. I waive and release all claims against the University that arise at a time when I am not under the direct supervision of the University or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions.
5. I agree that the University has the right to enforce the standards and conduct described herein, in its sole judgment, and that it may impose restrictions, up to and including removal and termination from the Activity, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of the College, the University, the Activity or other participants. If I am terminated from the Activity, I consent to going home at my own expense with no refund of fees.
6. I have or will obtain and maintain health, accident, disability, hospitalization, and travel insurance as I deem necessary to participate in the Activity, and I will be responsible for the costs of such insurance and for any expenses not covered by insurance.
7. I have no known physical or health-related reasons or problems that preclude or restrict my participation in the Activity or I have disclosed to the College any physical, mental, and emotional conditions or problems, permanent or temporary, including special dietary and medication needs, or the need for visual or auditory aids that might impair my ability to participate in the Activity, and I hereby release each of the Released Parties from any and all claims, injuries (including death), damages, or loss arising out of my failure to disclose such conditions or problems.
8. The University may, but is not obligated to, make any decisions and take any actions regarding my health and safety that it considers to be warranted under the circumstances. I hereby authorize the University to make such decisions and take such actions. I agree to pay all expenses relating thereto and release the University from any liability for any such actions.
9. I am assuming full financial responsibility for all costs and expenses incurred by me in connection with the Activity, including, without limitation, financial responsibility for damage or destruction to property of third parties.
10. I will not hold myself out as having the power or authority to bind or create liability for the College or the University.
11. I agree that should any provision or aspect of this Off-Campus Activity Participation, Waiver, and Emergency Contact Form be found to be unenforceable, that all remaining provisions will remain in full force and effect.
12. This waiver and release represents my complete understanding with the College and the University concerning their responsibility and liability for my participation in the Activity. It supersedes any previous or contemporaneous understandings I may have had with the College or the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

13. I am printing my contact information below:

Name of Participant:

CUNY ID:

Local Address:

City:

State:

Zip:

Cell Phone:

Email address:

14. I am printing my **emergency contact information** below:

In case of emergency, notify:

Name:

Relationship:

Phone numbers: day

evening

15. Check one:

I am at least eighteen years old.

I am not yet eighteen years old, so I have secured the signature of my parent or guardian (see next page) as well as my own.

**I wish to participate in the Activity, I have read and completed this Off-Campus Activity Participation, Waiver, and Emergency Contact Form carefully, and I am signing it voluntarily.**

Date:

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

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***If participating student completing and signing this form is under the age of 18, then the following pages must be completed and signed by the student's parent or legal guardian.***

**IF STUDENT IS UNDER THE AGE OF 18, THEN THE STUDENT'S PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THE FOLLOWING:**

1. I am the parent or legal guardian of the student named above who signed above.
2. I give my permission for my child to take part in the Activity described on the first page of this form with the understanding that there are potential risks associated with the Activity.
3. I understand that the student is expected to behave responsibly and to follow the University's discipline code and policies.
4. I agree that in the event of an emergency injury or illness, the staff member(s) in charge of the Activity may act on my behalf and at my expense in obtaining medical treatment for the student.
5. I have read this Off-Campus Travel Participation, Waiver, and Emergency Contact Form, and I confirm that the information provided by the student is accurate and complete.
6. I am and will be legally responsible for the obligations and acts of the student as described in this form, (including such parts as may subject me to personal financial responsibility),
7. I agree, for myself and for the student, to be bound by its terms.

\_\_\_\_\_  
Print First and Last Name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian

If student is under the age of 18 and the Activity includes overnight stay(s), then the parent or guardian's signature must be notarized.

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss.:

On the ..... day of ..... in the year ..... before me, the undersigned, personally appeared ....., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public