

**TO: PARTICIPANTS IN SIUE SPONSORED ACADEMIC AFFAIRS FIELD TRIPS**

**FROM: THE OFFICE OF THE PROVOST AND VICE CHANCELLOR FOR ACADEMIC AFFAIRS**

**TOPIC: RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, & COVENANT NOT TO SUE AGREEMENT.**

*Thank you for wanting to participate in this SIUE-sponsored Academic Affairs Field Trip. To enable participation in this activity, please read this agreement carefully before signing as this is a binding legal document. Completion of this document will allow your participation in the specific activity described below.*

I hereby acknowledge that my participation in \_\_\_\_\_, an educational field trip sponsored and administered by Southern Illinois University Edwardsville Department of \_\_\_\_\_ from \_\_\_\_\_, 200\_\_, to \_\_\_\_\_, 200\_\_ hereinafter referred to as the Field Trip.

I understand that the Field Trip may involve an inherent risk of and exposure to property damage and bodily or personal injury to myself or to others. Dangers related to such Field Trip may include but are not limited to: hypothermia, broken bones, strains, sprains, cuts, abrasions, bruises, drowning, concussion, heart attack, heat exhaustion, injuries associated with travel, and death.

I acknowledge and agree that I am aware that there are risks, hazards, and dangers inherent in the Field Trip and in the training, preparation for, and travel to and from the Field Trip. I accept that it is my sole responsibility to participate only in those activities for which I have the prerequisite skills, qualifications, preparations, and training; that I have read and understand the conditions applicable to the Field Trip.

I understand and agree that the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, on behalf of Southern Illinois University Edwardsville and its members individually, and its officers, agents, and employees, hereinafter referred to as Releasees, do not warrant or guarantee in any respect the competency or mental or physical condition of any third-party affiliated with the Field Trip, including third-party teachers, leaders, instructors, volunteers, vehicle drivers, or individual participants in the Field Trip; that Releasees make no warranty as to the condition, safety, or suitability of any equipment, vehicle, property, or premises for any purpose if not owned by Releasees; and that I am solely responsible, through insurance or otherwise, for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in the Field Trip. I hereby assume any and all such risk.

For the sole consideration of Releasees arranging for and allowing my participation in the Field Trip, and in connection therewith, making available for my use certain equipment, facilities, grounds, or personnel of Releasees, I hereby waive liability, release, hold harmless, covenant not to sue, and forever discharge Releasees from any and all liability, claims, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, whether caused by the negligence or carelessness of the Releasees or otherwise, resulting from or in any way connected with my participation in the Field Trip.

I understand and agree that Releasees may not have medical personnel available at the locations of the Field Trip; that Releasees are granted permission to authorize emergency medical treatment for me; that such action by Releasees shall be subject to the terms of this Agreement; and that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I understand that acceptance of this signed *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement* by Releasees shall not constitute a waiver, in whole or in part, of sovereign immunity by Releasees; that it shall be effective during the entire period of my participation in the Field Trip; that it binds me and my heirs, executors, administrators, and assigns; that it shall be construed in accordance with the laws of Illinois; and that if any of its terms or provisions are held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby.

I have read, understand, and have freely and voluntarily signed this *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement*. I warrant that I am over the age of 18 years.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature of witness (Must be 18 years or older) \_\_\_\_\_