

CHAPMAN UNIVERSITY
RELEASE AND AUTHORIZATION
(FIELD TRIP)

NOTICE: THIS RELEASE AND AUTHORIZATION IS A CONTRACT WITH LEGAL CONSEQUENCES. READ IT CAREFULLY BEFORE SIGNING.

1. **Definitions.** For purposes of this Release and Authorization:

1.1 The term “Participant” means the student, faculty member or other participant in the “Activities” (as defined below) who is executing this Release and Authorization, and who is identified as such below.

1.2 The term “Loss” means any property damage, financial loss, cost (including attorneys’ fees), expense, other damage, personal injury or death that may be suffered, incurred or sustained by the Participant as a result of being engaged in the Activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

1.3 The term “Activities” means a field trip to (destination) on or about (date), including without limitation, (briefly describe activities) at such location.

1.4 The term “Releasees” means all of Chapman University, its officers, trustees, directors, agents, employees, instructors, professors, successors and assigns.

2. **Consideration.** This Release and Authorization is given by the Participant in consideration for the Participant being permitted by Chapman University to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Participant understands that his or her participation in the Activities is voluntary, and that Chapman University is not obligated to permit Participant to engage in the Activities.

3. **Acknowledgement of Hazards; Representation Concerning Health.** Participant acknowledges that the Activities involves participation in activities which may, by their nature, be physically demanding and potentially dangerous. The risks that may be encountered include, among others, the risk of Losses resulting from accidents, equipment failures, natural conditions, the actions of other participants in the Activities, weather, sickness and acts or omissions of other firms, individuals or agencies. Participant agrees that Chapman University makes no express or implied representation regarding the safety of the Activities. Due to the nature of the Activities, medical attention or care for personal injuries, sickness or accidents may not be immediately available. With full knowledge of the above risks, Participant represents and warrants to Chapman University and the Releasees that Participant is in good physical health and does not have any physical condition which will interfere with his or her ability to participate in the Activities or endanger his or her health in connection with the Activities.

4. **Assumption of Risk; Release; Covenant Not to Sue.** Participant elects voluntarily to participate in the Activities and the activities to be engaged in connection therewith, with full knowledge that such Activities may be hazardous to the Participant. PARTICIPANT VOLUNTARILY ASSUMES ALL RISK OF “LOSS” (AS DEFINED ABOVE), PROPERTY DAMAGE, PERSONAL INJURY OR DEATH THAT MAY BE SUSTAINED BY PARTICIPANT AS A RESULT OF HIS OR HER PARTICIPATION IN THE “ACTIVITIES” (AS DEFINED ABOVE), WHETHER SUCH LOSS, DAMAGE, INJURY OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. Participant does hereby release and discharge each and every of the Releasees of any responsibility for, and Participant (and his or her parent or guardian, if Participant is a minor) shall indemnify each of the Releasees against and hold them harmless from, any and all Loss suffered or incurred by Participant and which arise out of or are in any way connected with the Activities. The Participant, and Participant’s parent or guardian, if Participant is a minor, each hereby agrees not to sue or bring suit or legal or equitable action against any of the Releasees for or on account of any Losses, claims, cost, expenses or attorney’s fees arising out of any of the matters covered by the foregoing releases and indemnities.

5. **Participant Conduct.** The Participant acknowledges and agrees that his or her conduct during the Activities will be subject to the Chapman University Student Conduct Code (“Code”), and Participant agrees to comply with the Code at all times during the Activities. Participant agrees that a violation of the Code may lead to termination of Participant’s involvement in this activity and may subject the Participant to conduct review in accordance with the Code.

6. **Medical Authorization.** Participant hereby gives to Chapman University and any of its officers, employees or agents full authority to take whatever action they believe is warranted under the circumstances and to act as agent of the Participant and/or his or her parent or guardian, as the case may be, regarding the Participant’s health and safety including giving permission to the Chapman University physician or a referred physician to render medical treatment, including the giving of medication, and to consent to any examinations, X-rays, anesthetic, medical or surgical diagnosis or treatment and hospital care if and when deemed necessary, all in the physician’s reasonable discretion, to the Participant whether any of the foregoing treatments or medical services are rendered at the Chapman University Fitness Center, the offices of such physician, a hospital or other medical care facility, or otherwise. This authority will permit Chapman University and its officers, employees or agents at their discretion to place the Participant, at such Participant’s own expense, in the hospital at any point for medical services and treatment. The undersigned acknowledges that this authorization is not given in advance of any specific diagnosis, treatment or hospital care being required, but is given to provide authority and power on the part of such agents to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned physician in the exercise of his or her best judgment may deem advisable. If the Participant is injured or becomes ill or incapacitated, Chapman University or its agents may take such actions as they consider necessary under the circumstances, including securing medical treatment and transporting the Participant home at his or her own expense. The undersigned release Chapman University and its agents from all liability related to such decisions or actions as may be taken in connection therewith.

7. **Successors and Assigns; Severability; Modification.** The releases and authorizations given hereby shall be binding upon Participant, the members of Participant's family, and Participant's spouse, heirs, assigns and personal representative. If any of the provisions or any portion thereof of this Release and Authorization shall be held invalid or inoperative, the remaining provisions, or portions thereof, shall nevertheless be given full effect. This Release and Authorization may not be modified or terminated orally.

IN WITNESS WHEREOF, the Participant represents that he or she has carefully read this Release and Authorization, understands it fully and is executing it voluntarily. Participant further represents that he or she understands that this Release and Authorization is legally binding and that, among other things, Participant is giving up rights to sue the Releasees for injuries, damages or losses that Participant may incur or suffer.

"PARTICIPANT":

Signature of Participant

Dated: _____, 200_

Printed Name of Participant

Students Under the Age of 18:

I am a parent or guardian of the above-named student (i.e., of the "Participant") who wishes to participate in the Activities identified above. I have read the above Release and Authorization and agree to all of its terms, personally and on behalf of the above named Participant. In signing this Release and Authorization, it is my intention to give permission to Chapman University to allow my child to participate in this activity in accordance with the terms hereof.

Dated: _____, 200_

Signature of Parent or Guardian if Participant
is Under 18 Years of Age

Printed Name