



OFF-CAMPUS TRAVEL WAIVER AND RELEASE AGREEMENT

To Be Completed by the Participant (please print legibly)

Northampton Community College believes that participation in organized, off-campus activities by its students can be an important part of the 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 Travel Waiver and Release Agreement, and submit it to the Trip Sponsor 72 hours prior to the departure date.

Description of Activity: Smugglers Notch, VT

Destination: Jeffersonville, VT

Departure Date: January 8, 2023 Return Date: January 11, 2023

Sponsoring Student Organization or Academic Department: NCC SKI CLUB

Name (Print Legibly): _____

Address: _____

NCC ID: _____ Cell/Phone: _____

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, and elect voluntarily to participate in the Activity.
2. Knowing these risks and hazards, and in consideration of being permitted to participate in the Activity, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Activity. 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 Bethlehem, the State of Pennsylvania, the College, the University, and the officers, employees or agents 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 damages or injury as may be caused by the gross negligence or willful misconduct of the officers, employees or agents of any of them. It is my express intent that this Release bind my heirs, assigns and personal representatives.
3. I represent 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 be informed of and will conform my conduct to the 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 which is applicable on campus. I will comply with the College's/University's rules, standards and instructions for student behavior, including the College's

Code of Student Conduct and the Henderson Rules of Public Order. 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 College/University that arise at a time when I am not under the direct supervision of the College/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 College/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 being sent home at my own expense with no refund of fees.
6. I have no health-related reasons or problems that preclude or restrict my participation in the Activity. 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 disclosed to the College/University any physical, mental and emotional conditions or problems that might impair my ability to participate in the Activity, and I hereby release the College/University and its trustees, officers, employees, agents and representatives from any and all claims, demands, injuries, damages, losses, actions, causes of action, or expenses whatsoever arising out of my failure to disclose such conditions or problems.
8. The College/University may, but is not obligated to, take any actions regarding my health and safety that it considers to be warranted under the circumstances. I hereby authorize the College/University to make such decisions as may be necessary if it is unable to reach the Emergency Contact Person(s) named above. I agree to pay all expenses relating thereto and release the College/University from any liability for any such actions.
9. I will assume 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 Release be found to be unenforceable, all remaining provisions will remain in full force and effect.
12. This 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.

You must be 18 years old to participate in this trip.

I have read this Waiver and Release Agreement carefully and I am signing it voluntarily.

Date: _____ Participant Signature: _____