

**SUNY COLLEGE AT OLD WESTBURY SGA
PROGRAM/ACTIVITY WAIVER AND RELEASE FROM LIABILITY FORM**

Name of Participant: _____ Student ID Number: _____

Program (Activity/Travel/Course): _____ Program/Travel Date(s): _____

I, _____, a Participant in the above-referenced Program/Activity, acknowledge that the above mentioned Program/Activity may involve many risks not known to me or the State University of New York, State of New York, SUNY College at Old Westbury Student Government Association, State University of New York College at Old Westbury, and its administration, faculty, employees, representatives, agents, successors or assigns, or anyone accompanying this Program/Activity, or their, heirs or estates (collectively referred to hereinafter as the "State of New York, State University of New York, SUNY College at Old Westbury"), which may not be foreseen or reasonably foreseeable by any of us at this time or during the dates of the Program in which I may participate, including, but not limited to, terrorism, diseases, search and/or seizure of property by customs or other governmental authorities, personal liability, risk of personal injury to me including disability or death, damage to property belonging to me and others. I knowingly and voluntarily agree to assume any and all risks and liabilities associated with participation in this Program/Activity. In exchange for being permitted to participate in the Program/Activity, I agree to the following:

I, voluntarily and without reservation, and realizing the full legal significance of my action, hereby waive, renounce and forever release, on behalf of myself, my agents, my heirs and my estate, my successors and/or assigns all claims and liabilities of whatever nature against the "State of New York, State University of New York, and SUNY College at Old Westbury or SUNY Old Westbury SGA", representatives, agents, successors and/or assigns, including, but not limited to, claims of any injury (including death), loss, damage, accident, delay, irregularity or expense caused by strikes, war, weather, sickness, quarantine, government restrictions, or arising from any act or omission of any steamship, airline, railroad, bus company, hotel, restaurants, school or university, firm, agency or individual, or for any other cause whatsoever arising out of, resulting from or in connection with the above referenced Program/Activity. Further, I accept responsibility for any injury (including, but not limited to personal, injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer, and agree to forever release the "State of New York, State University of New York, SUNY College at Old Westbury and SUNY Old Westbury SGA", their representatives, agents, successors and/or assigns, from any liability arising from any such risks.

I fully and voluntarily assume all risks and liability associated with any participation in the Program/Activity including, without limitation, the risk of any negligence or recklessness or failure to act, by other participants or others, and the risk of injury caused by the condition of any property, facilities or equipment used during the Program/Activity and I agree to waive, renounce, and forever release, on behalf of myself, my heirs, my successors and/or assigns and my estate, any claim against "SUNY, SUNY College at Old Westbury and/or SUNY Old Westbury SGA" alleged to be caused by such negligent or reckless actions, or failure to act, or the condition of any property, facilities or equipment used during the Program/Activity.

It is expressly understood and agreed that the "State of New York, State University of New York and SUNY College at Old Westbury and SUNY Old Westbury SGA" may not provide chaperones or supervision with respect to this Program/Activity and that I am responsible for my individual conduct, health and safety at all times. I agree to protect, defend, indemnify and hold harmless the "State of New York, State University of New York, SUNY College at Old Westbury and SUNY Old Westbury SGA" for any and all losses, damages, expenses, claims, suits or judgments and liabilities (including any and all costs and expenses, but not limited to reasonable attorneys' fees and disbursements if assessed by a court of competent jurisdiction) of any nature arising out of, or in consequence of, my acts, words, conduct, etc. in connection with the Program/Activity including, but not limited to, damage to property, any injuries or death sustained by any person(s). I further understand that nothing stated herein shall relieve me from upholding and supporting the standards covering students as set forth by the State University of New York and SUNY College at Old Westbury and the SUNY Old Westbury SGA.

I am in good health, have no physical conditions that affect my ability to travel and/or participate in any of the activities involved in this Program/Activity, and have not been advised otherwise by a medical practitioner. In addition, I certify that I have health insurance and agree that the "State University of New York and SUNY College at Old Westbury and SUNY Old Westbury SGA" is in no way responsible for any such costs or medical care.

I also grant to "SUNY College at Old Westbury" full authority to take whatever action it deems is warranted under the circumstances regarding my health or safety in connection with my participation in the Program/Activity including the providing of any emergency first aid, medication, medical treatment or surgery deemed necessary by medical personnel. This authority will permit "SUNY College at Old Westbury", at its discretion, to place me, at my own expense, in a local hospital for medical services and treatment, or, if no hospital is available, to place me in the hands of a local medical doctor for treatment. I also authorize medical personnel to execute any documents relating to medical attention and to act on my behalf, if I am unable to do so.

I agree that at all times I will follow the directions of "SUNY College at Old Westbury" personnel accompanying this Program/Activity in all matters in connection with the Program/Activity. "SUNY College at Old Westbury" reserves the right to suspend or terminate my participation in the Program/Activity for failure to maintain the standards of the State University of New York College at Old Westbury or if it be deemed that my acts, words or conduct are detrimental to, or incompatible with, the interests, purpose or welfare of the Program/Activity or of "SUNY College at Old Westbury". This suspension or termination will no way entitle me to a refund for any unused portion of the cost of the Program.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

Emergency Contact Name: _____ Cell: _____ Relationship: _____

(Signature of Participant)

(Print Name of Participant)

(Date)