

NORTH CENTRAL STATE COLLEGE
Field Trip Waiver of Liability / Hold Harmless Agreement
(Academic Departments)

I, the undersigned participant, am requesting participation in the North Central State College,

College/Department: _____

Activity: _____

Course Number _____ **Instructor** _____

That begins on _____ and ends on _____, all of which are hereinafter referred to as the “activity.”

In consideration of my participation in the activity, I hereby waive all claims or causes of action against the State of Ohio, North Central State College, its auxiliary organizations, and the trustees, officers, directors, employees and agents of all of them, all of which are collectively hereinafter referred to as “State,” arising out of my participation in the activity and hereby release, hold harmless, and discharge the State from all liability in connection therewith. Knowing, understanding, and fully appreciating all possible risks, I hereby expressly, voluntarily, and willingly assume all risks and dangers associated with my participation in this activity. Some of the risks and dangers are listed below. I understand this list is not exhaustive. *Common risks include:* Travel to and from home and activity meeting location, overnight stay, food poisoning, theft, car accident, pedestrian accident, tripping, slipping, falling, etc.

Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation to and from, and in any independent research or activities undertaken as supplemental to the Activity. I further agree to release, waive, forever discharge, and covenant not to sue NCSC, and its governing board, officers, agents, employees and any students acting as employees (“Released Parties”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to pain and suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Released Parties, or otherwise, while in, upon, or in transit to or from the premises where the Activity, or any supplement to the Activity, occurs or is being conducted. I further agree to indemnify and hold harmless NCSC and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described Activity.

I understand and agree that Released Parties do not have medical personnel available at the location of the Activity or on the campus. I understand and agree that Released Parties are granted permission to authorize emergency medical treatment, if necessary, and that such action by Released Parties shall be subject to the terms of this Agreement. I understand and agree that Released Parties assume no responsibility for any injury or damage which might arise out of or in connection with such authorized, emergency medical treatment.

It is my express intent that this release and hold harmless agreement shall bind myself, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the Released Parties.

In signing the Release, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in the Activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be required as a result of injury to me. I recognize that NCSC is not obligated to provide for any of my medical or medication needs or insurance and that I assume all risk and responsibility for those needs.

I further agree that this Release shall be construed in accordance with the laws of the State of Ohio. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

I have read this waiver/release and understand the terms used in it and their legal significance. This waiver and release is freely and voluntarily signed with the understanding that the right to legal recourse against the State is, knowingly, given up in return for allowing my participation in the activity. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assignees, and shall be governed by the laws of the State of Ohio.

Participants Name: _____

Phone: _____

Address (Street/City/Zip): _____

Participant's Signature: _____

Date: _____

Emergency Contact: _____

Phone: _____

Parent's Signature (if under 18 yrs.):

Witness Signature (must be at least 18 yrs.):

RESPONSIBILITIES OF THE STUDENT PARTICIPANT

~ PLEASE READ ALL STATEMENTS ON THIS DOCUMENT ~

1. ***Completion of Field Trip Waiver.*** Student participant agrees to complete this field trip waiver form and return it to the adviser prior to leaving on the trip.
2. ***Transportation agreement.*** Student participant agrees to travel to and from the activity/event in the transportation provided or agreed to by the adviser. A student participant who uses private transportation as a part of the field trip must understand that they have waived any claims against the College in the event of accident, injury or death. Student participant agrees to meet the adviser at designated times and locations for departure. Failure to do so may result in the group's departure without the student participant. Student participant agrees to notify the adviser prior to the activity/event if unable to attend.
3. ***Obtaining permission to leave.*** Student participant agrees to obtain permission from the adviser in order to leave the activity/event or to embark on a personal side trip that is not activity related.
4. ***Unauthorized participants, visitors or guests.*** Student participant is not permitted to invite unauthorized participants, visitors or guests to this activity/event.
5. ***NCSC Student Code of Conduct.*** Student participant agrees to comply with the NCSC's Code of Student Conduct and other NCSC regulations regarding conduct, comportment, and academic integrity during my participation in the Activity. I understand that NCSC has the right to enforce such standards of conduct and that I may be dismissed from the Activity at any time for failing to abide by such standards. The student agrees to follow the directions/instructions of the adviser while attending this activity/event. Disciplinary action may be taken against any participant who engages in behavior defined as misconduct. Student participant agrees not to possess or consume alcoholic beverages or illegal substances during this activity (even if age 21 or over).
6. ***Personal possessions.*** Student participant agrees to be responsible for any personal items brought on the trip (it is not recommended to bring "valuables").
7. ***Notification of Adviser regarding problems.*** Student participant agrees to notify the adviser if a problem should arise.