

COLLEGE OF CHARLESTON
LIABILITY RELEASE, EMERGENCY MEDICAL AUTHORIZATION
AND AGREEMENT
(Domestic Travel)

1. I _____, the undersigned student, desire to participate in the following activity/trip _____ (“Activity”), to be held on _____. I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, and in any independent research or other endeavors I may undertake supplemental to the Activity. These dangers, hazards, and risks can result in injury and impairment to my body, general health and well being, and could include serious or even fatal injuries. I also understand that these dangers, hazards, and risk could include loss or damage to my personal property.

2. Knowing the dangers, hazards, and risks of such endeavors, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, spouse, heirs, and personal representative(s) (the “Releasors”), I agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation to and from the Activity, and in any independent research or other acts undertaken as supplemental to the Activity, and on behalf of myself and the Releasors I hereby release, waive, forever discharge, and covenant not to sue the State of South Carolina, the College of Charleston, and its trustees, officers, agents, employees and any students acting as employees (“Releasees”), 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 or a Releasor, arising out of or related to the Activity, any act supplemental to the Activity, or for any occurrence while I am in transit to or from the premises where the Activity or act supplemental to the Activity is being conducted.

3. I further agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or cost, including court costs and attorneys’ fees, that the Releasees may incur arising from my participation in the Activity.

4. It is my expressed intent that this **LIABILITY RELEASE, EMERGENCY MEDICAL AUTHORIZATION, AND AGREEMENT** (the “Agreement”) shall bind me, 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 a legally binding release, waiver, discharge and covenant not to sue the Releasees.

5. I understand, agree and hereby grant Releasees permission to authorize emergency medical treatment for me, if necessary, during the conduct of the Activity and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

6. By signing this Agreement, 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 or that I will ask my parent or legal guardian to sign the same. I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. I have no health-related reasons or problems which preclude or restrict my participation in the Activity, and I have adequate health insurance necessary to provide for and pay any medical costs that may arise as a result of an injury to me. I recognize that the College of Charleston (“College”) 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. If I am a driver and will be driving a vehicle (other than a College vehicle) during the period first stated above, I certify that I will, during such period, personally carry automobile liability insurance that includes medical payments coverage.

7. I further agree that this Agreement shall be construed in accordance with the laws of the State of South Carolina. If any term or provision of this Agreement shall be held illegal, unenforceable, or in

conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

8. By signing below I also agree to comply with the College's Student Code of Conduct and all other College regulations regarding conduct, comportment, and academic integrity during my participation in the Activity. I understand that the College 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. In the event of such dismissal, I shall forfeit all my fees and other payments to the College that are associated with the Activity and I shall be responsible for the payment of my transportation expenses to return to Charleston, South Carolina.

THIS IS A LEGAL AGREEMENT AND INCLUDES A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

Signature: _____ Date: _____

Print Name of Student: _____

If under 18, this form must ALSO be signed by a parent or legal guardian before student may participate in the Activity.

I AM THE PARENT OR LEGAL GUARDIAN OF THE STUDENT STATED ABOVE AND I AFFIRM THE TRUTH OF EACH REPRESENTATION MADE BY THE STUDENT AND ON BEHALF OF THE STUDENT AND ALL "RELEASORS," AS DEFINED IN PARAGRAPH 2 ABOVE, I AGREE TO EACH AND EVERY TERM AND CONDITION OF THIS LIABILITY RELEASE, EMERGENCY MEDICAL AUTHORIZATION AND AGREEMENT.

(Print) Parent or Guardian

Signature

Date

Name of Insurance Group _____

Policy No: _____

Emergency Contact: _____ phone: _____