



**MARTIN UNIVERSITY TRAVEL AND TRIP RISK ACKNOWLEDGEMENT/LIABILITY WAIVER FORM
FOR UNIVERSITY PAID AND/OR SPONSORED FILED TRIPS**

This is a legal and binding agreement which, when executed, will permanently limit your ability to recover from Martin University and the parties indicated below for injuries and/or losses you may sustain as a result of your participation in University's off-campus sponsored and/or paid field trips, events and activities.

I. Martin University Code of Conduct:

Martin University sponsors field trips and special events for students as a means of providing a comprehensive and diverse cultural learning environment. Field trip/event/activities participants and leaders are expected to conduct themselves in a professional and positive manner as representatives of Martin University. All students must adhere to and are responsible for knowing the Martin University's Student Code of Conduct as part of their enrollment at Martin University. Failure to follow operating guidelines, instructor/staff directives, and the Student Code of Conduct may result in disciplinary action. The Student Code of Conduct is now available on the Martin University webpage under the Academic Affairs section.

Further, Martin University has a zero tolerance policy in which no alcohol or illegal drug usage is allowed on the University's property or at any University sponsored event. Thus, the University maintains its' zero tolerance policy regarding the usage of alcohol or illegal drug usage on all University off-campus sponsored and/or paid field trips, events and activities.

I, (print name) _____ freely choose to participate in an off-campus sponsored and/or paid field trip, event or activity of my own selection (name of trip): _____
_Cincinnati Museum of National History & Science and Cincinnati's National Underground Railroad Center_____
_(herein after referred to as the Trip).

II. Liability Waiver, Risk Acknowledgment:

I understand that Martin University is not an agent of, and has no responsibility for, any third party, including without limitation any sponsor which may provide any services including but not limited to travel to and from, food, lodging, or any equipment associated with the Trip, event or activities.

I understand that participating in the Trip or any activity associated therewith is an acceptance of some risk of injury including but not limited to physical injury, illness, death or property loss, and despite safety precautions, the university cannot guarantee the safety thereof, as all risks cannot be prevented. I agree that my safety is primarily dependent upon my taking proper care of myself. I further agree to inform myself about the potential dangers of the area in which I am traveling and the necessary precautions to be taken.

I expressly represent that I have no health or psychological conditions that preclude my participation in the Trip. As a Martin University student, staff or employee, I agree to adhere to the University's rules, regulations and University's Student Code of Conduct and all University policies and procedures which includes but not limited to restraining from wearing inappropriate clothing, using or doing anything that may pose a hazard to myself or others, or possessing any weapons or dangerous items that may be used as weapons. I further agree to conduct myself in an intelligent, prudent fashion and abide by all state and local municipality laws and ordinances at all times during the Trip.

_____ signature



III. Informed Consent Agreement:

I understand that my participation in this Trip is entirely voluntary and at my own risk. I fully understand the scope of the activities and the potential risks involved in the Trip. I agree to assume the risks of my participation in the Field Trip, including the risk of catastrophic injury or death.

I ASSUME ALL RISKS RELATED TO THE ACTIVITIES including but not limited to such things as incidents related to travel to an urban setting, including transportation, driver error, adverse weather conditions, and exposure to theft and other criminal activity or acts of violence; sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; allergic reactions to food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable including natural disasters or other disturbances.

I further acknowledge that the aforementioned is not an inclusive list of all possible risks associated with the Trip and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further acknowledge, understand and agree that participating in this Trip is an acceptance of risk of any property loss or damage, personal injury or death.

IV. Medical Consent and Liability Release:

I understand and agree that Martin University does not provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that Martin University strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to this Trip.

V. Release of Liability, Indemnification Agreement and Covenant Not to Sue

I hereby release and fully discharge Martin University, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury, bodily injury, death or accident of any kind, or loss arising out of or related to my participation in the Trip, and/or the use of facilities, equipment or services in association with the Trip howsoever the injury cause, whether caused by Martin University's negligence or otherwise, to the fullest extent permitted by law.

My signature below indicates that I have read, understood, and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that my date of birth is _____ and that my present age is _____ and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Martin University supporting my participation in the Trip and my use of facilities, equipment, or services associated with the Trip.

This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Trip that purports to establish the venue for any litigation arising from this Trip, I agree that I will file no action against Martin University or its

_____ signature



officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Trip, in any court other than the Circuit Court of Marion County, Indiana.

I have read this entire Agreement, I fully understand it, and I agree to be bound by it. I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has also signed the Agreement.

Participant Name (Print) _____

Participant Signature _____

Date _____

If Participant is under 18 years old, his/her parent or guardian must sign below.

Printed Name: _____

Parent/Guardian Signature: _____

Date _____