

Appendix XII: Trip and Activity Waivers



HARVARD UNIVERSITY

*Harvard University Risk and
Release Form HARVARD
COLLEGE AND
GRADUATE/ PROFESSIONAL SCHOOLS*

DOMESTIC FIELD TRIP: ASSUMPTION OF RISK AND GENERAL RELEASE FORM

***THIS IS A RELEASE OF LEGAL
RIGHTS – READ AND UNDERSTAND
BEFORE SIGNING***

Name of Participating Student: _____

Description of Domestic Field Trip: _____

Course Number and Name (if applicable): _____

Faculty Trip Leader: _____

Destination(s): _____

Date(s): _____

I am a student at Harvard University (“Harvard”) and have chosen voluntarily to participate in the domestic field trip described above (the “Trip”). (“Trip” is understood to include all activities at destinations, and all travel to and from such destinations.) I was not required to participate in this Trip as a condition of receiving my degree. This agreement confirms my understanding of the following:

1. Risks of Travel. I understand that participation in the Trip may involve risks not found in study at Harvard. These include without limitation risks involved in traveling to, from, and within the Trip destination, as well as risks generated by the activities in which I engage while on the Trip. I recognize that these potential risks include, for example, illnesses, injuries and even death. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly. I will take every precaution to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that Harvard recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well being. I understand that, although Harvard has organized the Trip, it cannot eliminate all risks or guarantee my safety while I am participating in the Trip. I have made the independent judgment to participate in the Trip.
2. Health Insurance; Medical Care; Health and Safety Concerns. I carry valid and current

medical insurance and have a valid insurance identity card to bring. I have determined that this insurance is adequate to cover injuries or illnesses that I may sustain while participating in the Trip. I will be solely responsible for payment in full of all costs of medical care I may receive.

I authorize Harvard to obtain appropriate health care for me in the event that I need it but am unable to obtain it for myself. I further agree to hold harmless and indemnify Harvard for any and all actions taken by Harvard to provide or obtain emergency medical care for me during the Trip. I also understand and agree that if I experience serious health problems, suffer an injury, or am otherwise in a situation that raises significant health and safety concerns, then Harvard may contact my parents or any other person whose name I have provided as my "emergency contact." I understand that Harvard ordinarily will not initiate such contact without first having a discussion with me.

3. Standards of Conduct. I recognize that I assume an important personal obligation to conduct myself in a manner compatible with local laws and regulations; with Harvard's policies for student conduct (including without limitation those set forth in the *Student Handbook* and in any Trip-specific materials); with the policies of my host institution (if any); and with any instructions given by the Trip leaders. I promise to act responsibly and will become informed of, and will abide by, all such laws, regulations, policies and standards. I will comply with Harvard's policies, standards and instructions for student behavior. I agree that Harvard has the right to enforce all standards of conduct described above.

4. Travel Arrangements. I understand that Harvard does not represent or act as an agent for, and cannot control the acts or omissions of, any host family, employer, transportation carrier, hotel, tour organizer or other provider of food, goods or services involved in the Trip. I understand that Harvard is not responsible for matters that are beyond its control, and that it cannot warrant the safety or convenience of the circumstances under which I will be living or working.

5. GENERAL RELEASE. Knowing the risks described above, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Trip. To the maximum extent permitted by law, I release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the Trip (including periods in transit to or from my destination), resulting from any cause, including but not limited to negligence on my part or on the part of any of the released parties. However, I understand that nothing in this paragraph shall act as a waiver of any rights I may have under the Massachusetts Workers' Compensation Act.

I certify that I am age 18 or older. I have carefully read and freely signed this Assumption of Risk and General Release Form. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the Commonwealth of Massachusetts (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the Trip.

Signed: _____

Date: _____

Student Name (print) _____

Harvard College Residential House Affiliation (if applicable): _____

If student is under age 18, the parent and/or legal guardian must sign below:

I, the undersigned parent and/or legal guardian of the student listed above (the "Student"), do hereby consent to his or her participation in the Trip and in international travel as part of the Trip. I, as the parent of the Student and on behalf of the Student, release, hold harmless and agree to indemnify Harvard, and its officers, governing board members, faculty, staff, representatives, employees and agents, from and against any present or future claims, losses, liabilities, costs and expenses for injury to person or property, or for any other damage, which I or the Student may suffer, or for which the Student may be liable to any other person, related to the Student's participation in the Trip (including periods in transit to or from the Student's destination), resulting from any cause, including but not limited to negligence on the part of the Student or any of the released parties.

Signed: _____ Date: _____

Name (print): _____

EMERGENCY CONTACT INFORMATION:

United States:

First Contact

Name _____ Relationship _____

Telephone (home) _____ Telephone (cell) _____

E-Mail Address(es): _____

Second Contact

Name _____ Relationship _____

Telephone (home) _____ Telephone (cell) _____

E-Mail Address(es): _____

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of **Busy Bee Jumpers**, machines, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **Paul Rents, Inc.**) I hereby agree to release, indemnify, and discharge **Paul Rents Inc.** and President and Fellows of Harvard College, its directors, officers, employees, and agents (collectively, "Harvard"), on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge using an inflatable jumper entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: falling within the **inflatable jumper** which could result in musculoskeletal injuries including head, neck, and back injuries.

Furthermore, **Busy Bee Jumpers'** employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless, **Busy Bee Jumpers** and Harvard from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **Busy Bee Jumpers', Inc.**'s equipment or facilities, including any such claims which allege negligent acts or omissions of **Busy Bee Jumpers** or Harvard.

4. Should **Busy Bee Jumpers**, Harvard, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating. Or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the Risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against **Busy Bee Jumpers** I agree to do so solely in the state of Massachusetts, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I maybe found by a court of law to have waived my right to maintain a lawsuit against **Busy Bee Jumpers** and Harvard on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I intend this document to have the effect of a sealed instrument.

Signature of Participant _____

Print Name _____ Date _____

Address _____ City _____ State _____ Zip _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by **Busy Bee Jumpers** to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless **Busy Bee Jumpers** and Harvard from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation of Minor.

Parent or Guardian: _____

Print Name: _____ Date: _____