



## **TRIP WAIVER AND RELEASE OF LIABILITY ACADEMIC SESSION 2016-17**

This is a legally binding Waiver and Release of Liability made by me (hereinafter "I" or "Participant"), to Lyon College. I wish to participate in the above Event(s) on the date(s) indicated in the following addendum and I hereby agree as follows:

I acknowledge and understand that as part of my participating in this Event there are dangers, hazards, and inherent risks to which I may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. The dangers, hazards and risks may arise from my own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I also acknowledge and understand that there may be other dangers, hazards or risks not presently known or reasonably foreseeable.

In consideration of the right to participate in the Event, I agree to assume all dangers, hazards and risks arising from my participation in the Event and I hereby forever release and covenant not-to-sue Lyon College, the Lyon College Board of Trustees, and any of its employees, instructors, volunteers, agents, and all others who are involved, from any and all present and future claims resulting from ordinary negligence on the part of the College or others listed for property damage, personal injury, wrongful death, or any other claim arising as a result of my engaging in or receiving instruction via any activity of Lyon College or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims both present and future, resulting from ordinary negligence, that may be made by me, my family, estate, heirs, estate or assigns, and I relinquish on behalf of myself, spouse, heirs and assigns the right to recover for any claims, including, but not limited to, injury or death.

I am voluntarily participating in this Event and hereby agree to accept any and all risks including, but not limited to, property damage, personal injury, or death.

I acknowledge that while Lyon College will make every reasonable effort to minimize exposure to known risks, all stresses and hazards associated with this Event cannot be foreseen. I have a personal responsibility to follow safety rules and procedures established by Lyon College and will make the appropriate College designee aware of any point in which I question my ability to participate in any Event.

In the event of an accident or serious illness, I hereby authorize the College to obtain medical treatment for me and on my behalf. I hereby hold harmless and agree to indemnify Lyon College from any claims, causes of action, damages and/or liabilities arising out of or resulting from said medical treatment.

I further agree to indemnify and hold harmless Lyon College and others listed for any and all claims arising as a result of my participation in the above-mentioned Event, trip activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Arkansas, and I agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in the State of Arkansas.

I affirm that I am of legal age and am freely signing this agreement. I acknowledge that prior to signing this Waiver and Release of Liability, I have had an adequate opportunity to read it and any questions I had were directed to the designated trip leader or other official at Lyon and have been answered to my satisfaction. I fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of Lyon College or any of the parties listed above.

**CAUTION: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING:**

\_\_\_\_\_  
Signature of Participant *(blue or black ink)*

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Signature of Parent/ Guardian *(blue or black ink)*

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Signature of APPLE UB Staff *(blue or black ink)*

\_\_\_\_\_  
Date signed