

LONG ISLAND UNIVERSITY
DOMESTIC TRAVEL WAIVER AND RELEASE FROM LIABILITY FORM
STUDENT/NON-STUDENT PARTICIPANTS

(THIS FORM MUST BE SIGNED BY THE PARTICIPANT, AND ALSO BY A PARENT/ GUARDIAN IF THE PARTICIPANT IS UNDER AGE OF 18, AND MUST BE witnessed)

Name of Participant: _____ Student ID _____
Program(Activity/Travel Course): **Newman Ski Trip** Program Date(s): **Feb 12-15, 2010**

I, _____, a Participant in the above-referenced Program, in exchange for being permitted to participate in this Program following:

I, voluntarily and without reservation, and realizing the full legal significance of my action, hereby waive, renounce and release, on behalf of myself, my heirs, assigns and assigns, all claims of whatever nature against Long Island University, its Trustees, Officers, faculty, employees, representatives, agents, or anyone accompanying this Program (collectively referred to hereinafter as "The University") including, but not limited to, claims of any injury, loss, damage, accident, delay, irregularity or strikes, war, weather, sickness, quarantine, government restrictions, or arising from any act or omission of any steamship, airline, railroad, bus company, hotel, university, firm, agency or individual, or for any other cause whatsoever arising out of, resulting from or in connection with the above-referenced Program. I assume personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability of any kind or nature, that I or my property may suffer, and agree to release "The University" from any liability arising from any such risks.

I assume all risks associated with my participation in the Program including, without limitation, the risk of any negligence or recklessness or failure to act, by myself or others, and the risk of injury caused by the condition of any property, facilities or equipment used during the Program, and I agree to waive, renounce, and release myself, my heirs and my estate, any claim against "the University" alleged to be caused by such negligent or reckless actions, or failure to act, or the condition of any facilities or equipment used during the Program.

It is expressly understood and agreed that "The University" is not providing chaperones or supervision with respect to this Program and that I am responsible for my own conduct, health and safety at all times. I agree to defend, indemnify and hold harmless "The University" for any and all losses, expenses, claims, judgments and attorneys' fees) of any nature arising out of, or in consequence of, my acts, words, conduct, etc. in connection with the Program including, but not limited to, any injuries or death sustained by any persons(s). I further understand that nothing stated herein shall relieve me from upholding and supporting the standards set forth by Long Island University

I am in good health, have no physical conditions that affect my ability to travel and/or participate in any of the activities involved in this Program, and have not been examined otherwise by a medical practitioner. In this regard, I have completed an Insurance Confirmation and Medical Information Form. In addition, I certify that I have health insurance which affords coverage for sickness and accident expenses, and agree that "The University" is in no way responsible for any such costs or medical care.

I also grant to "The University" full authority to take whatever action it deems is warranted under the circumstances regarding my health or safety in connection with my participation in this Program, including the providing of any emergency first aid, medication, medical treatment or surgery deemed necessary by medical personnel. I will permit "The University", at its discretion, to place me, at my own expense, in a local hospital for medical services and treatment, or, if no hospital is available, in the hands of a local medical doctor for treatment. "The University" is further authorized to fly me back home, at my own (or my parents) expense, for medical treatment and consultation with local medical authorities, this is deemed to be necessary. I also authorize medical personnel to execute any documents relating to medical treatment on my behalf, if I am unable to do so.

I agree that at all times I will follow the directions of "The University" personnel accompanying this Program in all matters in connection with the Program. "The University" reserves the right to suspend or terminate my participation in this Program for failure to maintain the standards of Long Island University or if it be deemed that my conduct are detrimental to, or incompatible with, the interests, purpose or welfare of the Program or of "The University". This suspension or termination will result in no refund for a refund for any unused portion of the cost of the Program.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provision found to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

(Signature of Participant) (Print Name of Participant) (Date)

PARENT/GUARDIAN SIGNATURE FOR MINORS (UNDER 18 YEARS OLD)

As the parent/guardian of the above-named Participant, I agree to the terms and conditions contained in this Waiver & Release Form, and I assume responsibility for the actions of the Participant.

(Signature of Parent/Guardian) (Print Name of Parent/Guardian) (Date)

Witness Date