

**STEPHENS COLLEGE  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND  
INDEMNITY AGREEMENT (“AGREEMENT”)**

Name of the Activity or Event: \_\_\_\_\_ Date of Activity or Event: \_\_\_\_\_

Stephens College sponsors field trips and special events (“Activity or Event”) for students as a means of providing a comprehensive and diverse learning environment. Activity or Event participants and leaders are expected to conduct themselves in a professional and positive manner as representatives of Stephens College. All students must adhere to and are responsible for knowing the Student Code of Conduct as part of their enrollment at Stephens College. Failure to follow operating guidelines, instructor/staff directives, and the Student Code of Conduct during Activities or Events may result in disciplinary action.

**Representations and Acknowledgements by Participant:**

I understand that the promises and agreements made by me in this Agreement are in consideration for my participation in the Activity or Event.

I acknowledge that this Activity or Event may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, conditions of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event.

I fully understand the physical requirements of the Activity or Event, and certify that I have sufficiently prepared or trained for participation in the Activity or Event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this Activity or Event.

I further acknowledge and understand that if I drive my own vehicle or if I am a passenger in another’s private vehicle in connection with this Activity or Event, Stephens College’s auto insurance does not cover such a private vehicle. I also understand that the College cannot be responsible for assuring the safety and reliability of such private transportation or driver, nor for any non-sponsored activities and travel that I choose to participate in before, during or after the Activity or Event, and I therefore accept the risks and responsibilities associated with such private vehicle travel and activities.

**Assumption of Risks:** Participation in the Activity or Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. In addition to the risks described elsewhere in the Agreement, the specific risks vary from one Activity or Event to another, and may include: 1) minor injuries such as scratches, bruises, and sprains, 2) major inquiries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, and 3) catastrophic injuries including paralysis and death.

I am voluntarily participating in this Activity or Event. I know, understand, and appreciate these and other risks that are inherent in the Activity or Event.

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT**, including by way of example and not limitation, any risks that may arise from the negligence or carelessness on the part of Stephens College, its directors, officers, employees, agents, representatives, and volunteers (collectively “Releasees”); or from dangerous or defective equipment or property owned, maintained, or controlled by the Releasees.

**Release and Waiver of Liability and Indemnity Agreement:**

I agree for myself and on behalf of my heirs, personnel representatives, and assigns as follows:

I WAIVE, INDEMNIFY, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE NOT TO SUE the Releasees from any and all liability, including but not limited to, liability arising from the negligence or fault of the Releasees, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may occur as a result of my participation in the Activity or Event or from transportation to and from the Activity or Event.

I FURTHER UNDERSTAND AND AGREE THAT THIS RELEASE COVERS ANY LIABILITY, CLAIMS AND ACTION CAUSED ENTIRELY OR IN PART BY ANY ACT, FAILURE TO ACT, MISTAKE OR FAILURE TO SUPERVISE, OR NEGLIGENCE ON THE PART OF ANY OF THE RELEASEES.

**Severability:** I expressly agree and understand that this Agreement, and specifically the provisions related to assumption of risk, release and waiver of liability, and indemnification, is intended to be as broad and inclusive as is permitted by law of the State of Missouri and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Consent for Medical Treatment:** I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activity or Event.

**Consent to Use of Photographs:** I understand that at the Activity or Event, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Stephens College.

**Acknowledgment of Understanding:** I have read this entire Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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Print Participant's Name

Signature / Date

**PARENT/GUARDIAN WAIVER FOR MINORS (Required for Participants under 18 years old)**

The undersigned parent or guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Activity or Event, and has agreed individually and on behalf of the child or ward, to the terms of this Agreement. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the Releasees from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release the Releasees on behalf of the minor and the parents or legal guardian.

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Print Participant's Name and Age

Signature of Parent or Guardian / Date