

ROCHESTER INSTITUTE OF TECHNOLOGY
RELEASE AGREEMENT

I, _____, wish to participate in the _____ (the "Activity") traveling to _____ on _____ and offered by Rochester Institute of Technology ("RIT"). As a precondition to participating in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

1. Assumption of Risk. I understand that participating in the Activity entails inherent risks including, but not limited to, the risks described in this Activity Detail Form attached to this Release Agreement. I have attended the pre-Activity orientation session that further described details about this trip as well as my personal safety responsibility. I have been given the chance to ask questions concerning this Activity and all such questions have been answered to my satisfaction. I acknowledge that much of what I experience on the Activity will be provided to me by independent third parties, such as transportation companies, hotels, restaurants, tour operators, and other providers of goods and services ("Providers"). These Providers are not agents of, or represented by RIT, and RIT is not liable for the negligent or otherwise wrongful acts or omissions of these third party Providers. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of RIT, its officers, trustees, agents, employees or volunteers (the "Releasees").

2. Liability Release. In consideration for RIT allowing me to participate in the Activity, I agree I will not sue the Releasees and I release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the Releasees.

3. Indemnification. I agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that Releasees may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.

4. Warranty of Physical Fitness. I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the Releasees have not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity and Releasees are relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by this insurance, as well as any resulting consequential expense related to a medical situation incurred during or as a result of my participation in the Activity.

5. Emergency Medical Treatment. I grant the Releasees permission to authorize emergency medical treatment as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns or personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws provision. The courts in Monroe County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both this Release Agreement and the Activity Details Form, understand them both, and agree to be bound by their terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Name of Participant (printed)

Signature

Date

ACTIVITY DETAIL FORM

Name of Activity:

Date(s) of Activity:

Location of Activity:

Other:

Description of Activity:

By participating in these activities you may be exposed to several inherent risks, including by not limited to those listed below:

Travel can result in injury or death. You may become ill while participating in the Activity and require medical attention away from campus or home. Your personal effects or other property may become lost, stolen, or damaged by casualty. This Activity may take you to a large metropolitan city with an environment that you are unfamiliar with, or to an area of the United States subject to natural disasters. You may be exposed to negligence or intentionally harmful acts of others, including the negligence of service Providers who may be arranging for the transportation, hotel and other activities of this trip. You may be the object of anti-American sentiment or the victim of criminal acts, acts of war, or terrorism.

RIT reminds you that individual responsibility is an important component of personal safety. The participant needs to assume responsibility for their own safety and the security of their belongings. Some common sense tips include:

- **Secure locks on your hotel room when leaving the room.**
- **When on personal free time during the Activity, always go with a friend. Tell someone where you intend to go. Plan your route and know where you are going.**
- **Keep personal identification with you at all times.**

In our effort to conduct a safe event, we request that you conduct your participation in this Activity with the safety of yourself and others in mind.