

## NEW YORK CITY COLLEGE OF TECHNOLOGY The City University of New York

300 Jay Street, Brooklyn, NY 11201

## OFF-CAMPUS TRAVEL WAIVER AND RELEASE AGREEMENT

To Be Completed by the Student (please print legibly)

### **FOR APPROVAL:**

Marcela Armoza, VP Enrollment & Student Affairs (or Designee) Room Namm 300

AT LEAST 2 WEEKS PRIOR TO TRAVEL

New York City College of Technology ("College") of The City University of New York ("University") believes that participation in organized, off-campus activities by its students can be an important part of the learning experience. Off-campus activities may, however, involve certain risks, both to the participating students and to the College/University. In order to participate, each student must read carefully, complete and sign this Travel Waiver and Release Agreement, and submit it to the Trip Sponsor.

Description of Activity:				
Destination:				
Date(s) of Activity:				
Trip Sponsor & Cell/Phone:				
Chaperone & Cell/Phone (if applicable):				
Name (Print Legibly):				
CUNY ID (College ID Card):				
Cell/Phone:				
EMERGENCY CONTACT(S)				
Name:				
Name:				

I wish to participate in the Activity and in consideration for being permitted to participate in the Activity, I hereby represent and agree as follows:

 I understand that participation in the Activity involves risks and hazards not found in study at the College, including risks involved in traveling, and I have sought and obtained information and advice that I feel are necessary and appropriate. I am fully aware of and voluntarily assume the risks and hazards connected with participating, and I hereby voluntarily elect to participate in the Activity. I acknowledge, accept, and assume all such risks, whether or not foreseeable and whether or not

- caused by the negligent or intentional acts or omissions of others, and elect voluntarily to participate in the Activity.
- 2. Knowing these risks and hazards, and in consideration of being permitted to participate in the Activity, I agree, on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Activity. I understand that, although the University has made every reasonable effort to assure my safety while participating in the Activity, there are unavoidable risks, and I hereby release and promise not to sue the City of New York, the State of New York, the College, the University, and the officers, employees or agents of any and all of them ("Released Parties") for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Activity, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, employees or agents of any of them. It is my express intent that this Release bind my heirs, assigns and personal representatives.
- 3. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release, I have the right to consult with the adviser, counselor or attorney of my choice.
- 4. I will be informed of and will conform my conduct to the standards surrounding the Activity and assume responsibility for my actions, understanding that the circumstances of an Activity may require a standard of behavior that may differ from that which is applicable on campus. I will comply with the College's/University's rules, standards and instructions for student behavior, including the College's Code of Student Conduct and the Henderson Rules of Public Order. I acknowledge and understand that my compliance is important to the success of the Activity and to the University's/College's willingness to permit future similar activities. I waive and release all claims against the College/University that arise at a time when I am not under the direct supervision of the College/University or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions.
- 5. I agree that the College/University has the right to enforce the standards and conduct described herein in its sole judgment and that it may impose restrictions, up to and including removal and termination from the Activity for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of the College, the University, the Activity or other participants. If I am terminated from the Activity, I consent to being sent home at my own expense with no refund of fees.
- 6. I have no health-related reasons or problems that preclude or restrict my participation in the Activity. I have or will obtain and maintain health, accident, disability, hospitalization and travel insurance as I deem necessary to participate in the Activity, and I will be responsible for the costs of such insurance and for any expenses not covered by insurance.
- 7. I have disclosed to the College/University any physical, mental and emotional conditions or problems that might impair my ability to participate in the Activity, and I hereby release the College/University and its trustees, officers, employees, agents and representatives from any and all claims, demands, injuries, damages, losses, actions, causes of action, or expenses whatsoever arising out of my failure to disclose such conditions or problems.
- 8. The College/University may, but is not obligated to, take any actions regarding my health and safety that it considers to be warranted under the circumstances. I hereby authorize the College/University to make such decisions as may be necessary if it is unable to reach the Emergency Contact

- Person(s) named above. I agree to pay all expenses relating thereto and release the College/University from any liability for any such actions.
- 9. I will assume full financial responsibility for all costs and expenses incurred by me in connection with the Activity, including, without limitation, financial responsibility for damage or destruction to property of third parties.
- 10. I will not hold myself out as having the power or authority to bind or create liability for the College or the University.
- 11. I agree that should any provision or aspect of this Release be found to be unenforceable, all remaining provisions will remain in full force and effect.
- 12. This Release represents my complete understanding with the College and the University concerning their responsibility and liability for my participation in the Activity. It supersedes any previous or contemporaneous understandings I may have had with the College or the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

	•		oral, and cannot be changed or amended in any way without my written
13.	Check one:		I am at least eighteen years old.
			I am not yet eighteen years old and therefore have secured the signature of my parent or guardian (see next page) as well as my own.
I ha	ve read this W	aiver	and Release Agreement carefully and I am signing it voluntarily.
<u>Dat</u>	e:		
Sigr	nature:		

#### FOR APPROVAL:

BY MARCELA ARMOZA, VP, STUDENT AFFAIRS, N300 - AT LEAST 2 WEEKS PRIOR TO TRAVEL

	INTERNAL USE ONLY	
Sponsor Print Name	Signature	Date
Marcela Armoza or Designee	Signature	Date
Comments:		

# IF STUDENT IS UNDER THE AGE OF 18, PARENT OR LEGAL GUARDIAN MUST COMPLETE AND NOTARIZE THE FOLLOWING:

l,				
Print Full Name				
(a) am the parent or legal guardian of the Student who signed this Waiver and Release Agreement;				
<ul> <li>(b) have read this Waiver and Release Agreement (including such parts as may subject me to personal financial responsibility);</li> </ul>				
am and will be legally responsible for the obligations and acts of the Student as described in this Release; and				
(d) agree, for myself and for the Student, to be bound by its terms.				
Signature of Parent or Guardian				
STATE OF) ) ss.: COUNTY OF)				
,				
On this day of, 20, before me, the undersigned, personally appeared and proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.				
Notary Stamp				
Notary Public				
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