



I, the undersigned, desire to participate in a jointly-led Alternative Spring Break Program offered by the Office of Student Life at Widener University on location in one of the selected program service sites for the current year. It is expressly acknowledged that my participation in the Program is by my personal choice, and that it is an entirely optional activity. I agree to the following statements and University policies:

Section 1 – Waiver of University Liability for Risks and Dangers

I acknowledge and understand that there are certain dangers, hazards and risks inherent in domestic travel and the activities included in the Program, including but not limited to accidents, disease and civil insurrection, and even mortal injuries and property damage. I understand the risks involved in this activity and expressly assume those risks. I hereby agree to RELEASE the University from any and all claims that I may have against it for injuries, death or property damage arising directly or indirectly from my participation in the Program unless caused solely by the willful misconduct or gross negligence of the University.

Section 2 – Participant Responsibility for Medical Needs

I have obtained all necessary immunizations for this program. I have made arrangements to provide medical insurance for myself while participating in this program. I understand that the University cannot be and is not responsible for attending to my medical or medication needs, that I assume all risk and responsibility therefore, and that if I am required to be hospitalized while in a foreign country or in the United States during this program, the University cannot and does not assume any legal responsibility for payment of such costs. I hereby give permission to the University faculty and staff members participating in its Program ("Learning Partners") to authorize emergency medical treatment or hospital treatment that may be necessary. The Learning Partners also have the authority to send me home if in their judgment it is necessary to do so for my health, safety, and welfare.

Section 3 – Disclaimer of University Responsibility

I understand that the University in no way represents, or acts as an agent for, the transportation carriers, hotels, and other suppliers of services connected with the Program. I further understand and agree that the University, its trustees, officers, employees and agents are not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any company or person engaged in providing or performing any of the services involved in this Program; are not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and are not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred.

Section 4 – University's Rights

The University reserves the right to cancel without penalty the offering and conduct of the Program and the right to withdraw any part of the Program and to make any alterations, deletions or modifications in departure dates, the itinerary and/or the Program as deemed necessary by the University or Program Director as an agent of the University.

Section 5 – Potential Travel and Accommodation Problems

I acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. I acknowledge and understand that the University assumes no liability whatsoever for any loss, damage, destruction, theft or the like to my luggage or personal belongings, and that I have retained adequate insurance or have sufficient funds to replace such

belongings and will hold the University harmless there from. I acknowledge and understand that in the event I become detached from the Program group, fail to meet a departure bus, airplane, or train, or become sick or injured, I will bear all responsibility to seek out, contact, and reach the group at its next available destination, if possible, and that I shall bear all costs attendant to contacting and reaching the group at its next available destination. All services and accommodations are subject to the laws of the state or country in which they are provided.

Section 6 – Acceptable Conduct by Participant

I am aware of the behavior expected of me while participating in this Program and that all Widener University policies and expectations of behavior are in effect as outlined in the *Widener University Student Handbook*. I assure the University that I shall act in an appropriate manner at all times. Such behavior shall include time when in the company of other Program members and when I may be physically separated from Program members. I am aware that the Program Learning Partners have the authority to send me home for behavior reasons. I also acknowledge and understand that should I have or develop legal problems with any state official of the host state, I will attend to the matter personally with my own personal funds. The University is not responsible for providing any assistance under such circumstances.

Section 7 – Indemnification

In consideration of my participation in the Program, I hereby freely and expressly assume all risks of injury or death, or damage to person or property, arising out of or in any way relating to my participation in the Program, and I hereby waive, release and forever discharge and agree to indemnify and hold harmless the University, its trustees, officers, agents and employees, including Program Faculty and their heirs, administrators and assigns, of and from any and all actions, causes of action, suits, damages, claims and demands whatsoever which I may now have or may acquire arising out of or in any way relating to my participation in the Program.

Section 8 – Miscellaneous

I further agree that this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, which shall be the forum for any lawsuits filed under or incident to this Agreement or the Program and I consent to the jurisdiction and venue of the Pennsylvania State Court of Common Pleas in the county in which the University is situated. The term and provisions of this Agreement shall be severable, so that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. I certify that I am at least 18 years of age. This Agreement becomes effective when the Participant has signed below. I understand that this Agreement and all other Program materials constitute the entire agreement between the University and myself with reference to the subject matter referred to herein. This Agreement cannot be changed or altered without a writing signed by both parties. I hereby state that I have read and understand the foregoing and intend to be legally bound thereby.

Failure to comply with the requirements of this agreement or its terms and conditions will result in the immediate dismissal of the undersigned participant from the Alternative Spring Break Program without refund. Widener University and the Alternative Spring Break Program reserve the right to amend the terms and conditions of this contract as needed and to treat extreme conditions on a case-by-case basis.

Participant Name (Please Print)

Participant Signature

Date

ASB Advisor Signature Date

ASB Board Member Signature Date