

**WARNER UNIVERSITY**  
**FORM 797-B**  
**Field Trip (Off-Campus, Not Overnight)**  
**Assumption of Risk, Release and Participation Agreement**

<b>Program(s):</b>	All Student Life Off Campus Activities		
<b>Sponsor:</b>	Warner University, 13895 Highway 27, Lake Wales, FL 33859		
<b>Academic Year:</b>			
<b>Program Supervisor:</b>	VP for Student Life   Dean of Students   Assistant Dean of Students		
<b>Participant Name:</b>			
<b>Participant Signature:</b>			
<b>Emergency Contact:</b>	_____	<b>Date:</b>	_____
	_____	<b>Phone:</b>	_____

**Read this document thoroughly and sign it freely. In addition to completing and signing the above, each page of this document needs to be initialed by you. You will not be granted permission to participate in this program unless you complete, sign and return this form (and any other required forms). By completing, signing and initialing where required, you assure us that you have read this document, understand it, and have signed it voluntarily.**

With any off-campus activity certain risks remain entirely yours. It is up to you whether or not to accept those risks as part of your decision to participate. Also, you should not make any assumptions regarding your own insurance coverage—make sure it covers all of the risks to which you will be exposed. If you lack certainty regarding the legal meaning of any provision in this document, you should obtain appropriate legal advice.

## 1. **Basic Acknowledgments**

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- 1.1. **Travel** can be risky. While the **Sponsor** has taken reasonable and prudent steps to reduce foreseeable risk, significant risk may exist for personal injury, death or property damage related to my participation in this **Program**.
- 1.2. Although I may have been encouraged to participate in this Program for the sake of my personal growth, and even if Program participation has been made a condition for a major, a degree, or graduation, I acknowledge that I have freely and voluntarily chosen to participate in this Program.
- 1.3. I am an adult, over eighteen years of age. *(If not, this document is co-signed above by one of my parents or guardians.)*
- 1.4. I have read this document thoroughly, including the Glossary at the end. I fully understand that my signature means that, in consideration of my acceptance into the Program, I am accepting all risks related to my participation in the Program. I acknowledge that this document, including the Glossary, contains serious and substantial language regarding potential harm to me or my belongings.
- 1.5. I have read, or will read, and am responsible for knowing and understanding the contents of, any and all materials supplied by Warner University (University) to prepare me for this experience. I have participated in, and/or will participate in, with full attention, all orientation events required for this Program.
- 1.6. I acknowledge the authority of the **Program Director(s)** to exercise administrative and decision making control regarding all aspects of the Program on behalf of the Sponsor.

## 2. **Travel & Transportation Matters**

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- 2.1. Certain **Travel Risks** are involved in going to, from and within off-campus destinations. Many of these risks are not present on the University campus. If any **Loss** due to Travel Risk occurs, I will accept full responsibility for covering that Loss, whether through personal insurance, personal funds, or other personal sources. I agree that the University has no liability for such Loss.
- 2.2. If I elect to Travel in a vehicle I have hired or chartered, I understand that the qualifications of the driver and determination of the sufficiency of insurance coverage for the vehicle and driver are my responsibility.
- 2.3. If I become detached from the Program group, fail to meet a scheduled departure, or become ill or injured, I will bear all responsibility and costs to seek out, contact, and reach the group at its next available destination.

## 3. **Medical Matters**

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- 3.1. I understand I may visit areas where certain **Biomedical Hazards** are present that are not commonly encountered on the University campus; these may be definite and significant risks may be present in certain destinations. The University cannot recommend precautions appropriate for each individual.
- 3.2. I am aware of my personal medical needs. Whether or not I have exercised my opportunity to consult with a health care practitioner of my choice, I assure the University that there are no health-related reasons, physical or psychological impairments or problems that in the exercise of reasonable care would preclude or restrict my participation in the Program, or would put myself or others in danger by my participation.
- 3.3. Off-campus providers of food, water, shelter and transportation are not agents of, nor represented by, the University.
- 3.4. I will exercise reasonable and/or recommended precautions with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors (including sexual contact and behavior). I further agree to follow any health guidelines which I may receive before or while participating in the Program.
- 3.5. I am aware of the coverage and limits of my health insurance that apply to me. I have arranged for whatever insurance I consider adequate to meet any and all needs for payment of medical care while off-campus.
- 3.6. I grant the University full authority to take whatever action they feel is warranted under the circumstances regarding my physical and mental health and safety, including placing me, at my own expense, in a hospital at any point for medical services and treatment, or if no hospital is available, to place me in the hands of a local health care provider for treatment.
- 3.7. Ultimately, I assume all risk for the cost of my medical care, including transportation and hospitalization, while in, or in transit to or from, any off-campus destination.

## 4. **Activity Matters**

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- 4.1. I will not participate in any **non-Program Activities** which: 1) involve extraordinary or apparent risks; 2) are identified as **Hazardous Activities** in the Glossary; or 3) a reasonable person would not undertake when aware that the action has a significant risk of Loss.
- 4.2. I am aware that my behavior can reflect, for better or worse, upon the University. I will behave in a manner that is God honoring. In the event that the **Program Director**, at his or her exclusive discretion, should determine that my conduct or academic performance is detrimental to the Program or to other participants, the Program Director may terminate my participation in this Program. I understand that if my participation is terminated in this way, I will be responsible for my portion of the Program costs and any additional costs for return travel.

## 5. Other Matters

- 5.1. Should I have or develop legal problems while on the Program, I will attend to the matter with my own personal funds. The University is not responsible for providing any assistance under such circumstances.
- 5.2. I grant the University permission to reproduce in their campus yearbooks, catalogs or other advertising or promotional materials any photographs, movies, or sound recordings of me taken while I am participating in the Program, and also any written statements I may make concerning the Program.
- 5.3. I agree that this agreement is meant to be as broad and inclusive as permitted by, and will be construed under, Florida law, and that Polk County, Florida, USA will serve as the venue for any legal proceedings incident to the Program. The terms of this agreement are severable, such that if a court of law holds any term to be illegal, unenforceable, or in conflict with law, the validity of the remaining portions will not be affected. This agreement supersedes any earlier written or oral understandings or agreements between the University and Participant.
- 5.4. **I ACKNOWLEDGE that I could experience significant and non-reimbursable Loss while a Participant in this Program, including, but not limited to, the following:**  
**Loss**—bodily illness, personal injury, dismemberment or death; lawful or unlawful detention (i.e., jail or kidnapping); deprivation, disappearance, damage, destruction or theft (or the like) of personal property, including luggage and personal effects; additional expenses due to **Travel Risks**; inconvenience, delay, or embarrassment; and loss due to any of the additional risks particular to this trip and/or destination.
- 5.5. **I hereby specifically ASSUME THE RISKS of potential or actual perils and hazards attendant to (and including but not limited to) Activities, Biomedical Hazards, Natural Hazards, and Travel Risks.**
- 5.6. **I agree (on behalf of myself and my heirs, successors, personal representatives and assigns) to RELEASE Warner University from any liability to me, and from any Loss resulting from the above-referenced risks involved with my participation in this Program. I further release the University from any liability for any acts or damage against my person or property that may happen to me when I choose to travel separately from my Program group.**

## Glossary of Terms

Note: key terms and descriptions include all eventualities and alternatives, whether or not listed.

<b>Activities</b>	All Program undertakings involving physical work, sports, or recreational activities.
<b>Biomedical Hazards</b>	These include, but are not limited to, infectious, tropical, parasitic and other diseases, viruses or bacteria; contaminated water or food; and insect, spider, snake, fish or animal bites, which may cause Loss.
<b>Hazardous Activities</b>	Exceptionally dangerous events, including but not limited to rock climbing; rappelling, scuba, free or high diving; white-water rafting; bungee jumping; running with bulls; motorcycle or motorized scooter riding; spelunking; dangerous hiking; hitchhiking; intentional or unwitting Travel into areas with hazard of criminal, political or terrorist activity, unrest or danger.
<b>Loss</b>	See Paragraph 5.4 above.
<b>Medical Prevention</b>	Inoculation, immunization, or appropriate prescription of medications.
<b>Natural Hazards</b>	Perils of extreme weather and acts of God, including but not limited to earthquake, fire, flood and avalanche.
<b>Parent/Guardian</b>	Signature of parent or guardian is required <b>only</b> when Participant is under 18 years of age.
<b>Participant</b>	Program participant named on page 1 and sometimes identified in the document as "I/me/my/mine".
<b>Program</b>	All activities and Travel pertaining to the activity identified on page 1, from the commencement to the completion of all Travel.
<b>Program Director(s)</b>	Individual(s) assigned to exercise Program administrative and decision-making control on behalf of the Sponsor.
<b>Travel</b>	Transportation or excursions by any means of conveyance (e.g. airplane, bicycle, bus, boat, motorcycle, skateboard, taxi, train), whether planned or spontaneous, and whether individually or as part of a group.
<b>Travel Risks</b>	Risk of loss, delays, changes in the means of transportation or in the performance of other services; or sickness, weather, vehicle accidents, strikes, wars, natural disasters, pickpockets, official corruption, or other unforeseen causes or unfortunate outcomes.
<b>Sponsor</b>	Warner University, and all its faculty, staff, board members, insurers, agents, assistants or volunteers either in their individual capacities or by reason of their relationship to the University, or their successors.