

North Carolina Agricultural and Technical State University

NAME OF ACTIVITY: _____
DATES OF ACTIVITY: _____

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of participating in any way in the **ACTIVITY:** _____ hereinafter called "Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** North Carolina Agricultural and Technical State University (NC A&T State University), its officers, employees, and agents from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Activity.

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

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD NC A&T State University HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the state of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the said Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. 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.

Travel Regulations & Reimbursement Commitment:

1. I understand that I am traveling for the University on state business and shall conduct myself appropriately. All University and Student Housing policies are in effect and I am expected to represent myself in an appropriate manner, abide by campus policies, and understand that I will be held accountable for my behavior.
2. Any necessary reimbursements for travel costs I might incur will be consistent with payments for state employees, and have been agreed upon in the following Reimbursement Schedule section.
3. If applicable, the University is paying for room and tax only. No long distance calls or room service charges are allowed to be made.
4. In case of medical emergencies, Emergency Medical Services will be contacted. I authorize NC A&T State University to secure emergency medical services for me. I will have my personal insurance information with me.
5. In case of emergency, the following person should be contacted: (cannot be a person traveling/ participating in this trip)

***Emergency contact Name (print):** _____ **Phone No.:** _____

Relationship to Student: _____

Name of Insurance Carrier: _____ **Policy Number:** _____

Please note medication/ food allergies (if known): _____

Reimbursement Schedule:

The University's travel commitment for this trip is \$_____ per student for per diem (food). Per diem received by each student/traveler in cash.

I have read this document, understand it, and agree to abide by the rules set forth.

Participant (Please print) _____ **Participant Signature** _____

BANNER ID No. _____ **Cell Phone #** _____ **Dept. Head/Advisor:** _____

Student under 18 years of age? ___ Yes ___ No **If under 18, Parent Signature** _____