

COLLEGE OF CREATIVE ARTS
STATEMENT OF RISK AND RESPONSIBILITY, RELEASE AND
AUTHORIZATION FORM FOR COLLEGE SPONSORED TRIPS

I, _____, am a student at West Virginia University (“WVU”). I hereby agree to participate in the _____ currently scheduled to begin on _____, _____ and to end on _____, _____ (the “Program”). I understand and hereby acknowledge that my participation in the Program is wholly voluntary. In consideration of being allowed to participate in the Program, I hereby agree to the following.

Student ID (700) number: _____

Risks and Responsibilities

One of the main purposes of this form is to inform you of certain risks and responsibilities that you will be assuming as a participant in the Program.

There are the normal risks and dangers found in any type of travel and tourist activity to a large city, including, but not limited to, transportation delays or accidents, accommodation mishaps, victimization by criminal activity, illness and general mishaps.

Risks and dangers also include the possibility that you may be left behind if you fail to report to the bus at the designated place at the designated time. Except as otherwise set forth herein, announcements about departure times and locations will be made on the bus. It is your responsibility to know where and when to meet the bus, and to meet the bus in the designated locations at the designated times. Should you fail to show up at any such designated location at a designated time, WVU representatives shall have the right, but not the obligation, to attempt to contact you on your cell phone, to the extent you provide such a number in the line that follows: _____. Please note, however, that the bus will not wait for participants who are late.

Please consider these risks and dangers carefully before deciding to continue with the Program.

I hereby agree to arrive at the Creative Arts Center at _____ on _____, _____, to commence the Program.

I hereby authorize and consent to the accommodation arrangement made by WVU for participants in the Program at the _____, _____; phone: _____; FAX: _____. (Notwithstanding the foregoing, WVU cannot, and does not, provide any guarantee as to the quality and safety of such accommodations.

I understand that I shall leave all such accommodations in substantially the same condition as those were at the beginning of my occupancy, and that I shall be responsible for any damage that I shall cause to the same.

I understand that I am not allowed to make any charges to my room at _____ that will be billed to WVU. Examples of such charges are phone calls or room service.

I understand that WVU will provide transportation from WVU to _____, and from _____ to WVU. WVU will also provide transportation from _____ to _____.

I understand that failure to follow and abide by these and any other WVU policies and procedures, including those set forth in the 2005-06 WVU Residential Hall Policy Manual (also know as “the Eyes and ‘Eers””), as well as applicable laws and regulations, or any other behavior deemed unsuitable for purposes of the Program, shall constitute grounds for terminating my participation in the Program, and for further disciplinary or other action.

Health Insurance, Medical Authorization and Emergency Information

I hereby represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance which provides coverage for injuries and illnesses, including those I sustain or experience in the locality where I will be living and/or traveling while on the Program. I agree to report to WVU at the time of my execution and delivery of this form any physical or mental condition I have which may require special medical attention or accommodation during the Program.

I hereby authorize _____ to act on my behalf in obtaining medical treatment of any injuries or illnesses which I may suffer while participating in the Program and which are promptly brought to his attention. I hereby acknowledge that I shall be fully responsible for any and all costs and expenses incurred for any medical care received by me during the Program.

The following person should be contacted in case of emergency:

Name: _____

Relationship: _____

Address: _____

Telephone: _____

General Release and Waiver

I understand that WVU reserves the right to make changes to the Program at any time and for any reason, with or without notice, and WVU shall not be liable for any loss or additional expense to me by reason of any such cancellation or change.

Except as otherwise expressly provided for herein, I understand and acknowledge that WVU assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, fare changes, dishonors of hotel, bus or vehicle rental reservations, missed carrier connections, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of WVU, force majeure, war, quarantine, civil unrest, public health risks, criminal activity, terrorism, expense, accident, injuries, damage to property, bankruptcies of service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of hotels or of common carriers beyond WVU's control, with or without notice, or for any additional expense occasioned by any of the foregoing.

I hereby acknowledge that I am aware of and understand the risks and dangers of travel to, in, and around _____ including, but not limited to, the dangers to my own health and personal safety posed by terrorism, crime, violence, and disease. I hereby assume, knowingly and voluntarily, each of these risks and all of the other risks that could arise out of or occur during my travel to, from, in, or around _____.

With the intention of binding myself, and my heirs, assigns, and legal representatives, I hereby WAIVE AND RELEASE any and all rights and claims for damages which I may have against WVU, and its officers, employees and representative, for any and all property damage and personal injury of whatever kind suffered by me while participating in the Program, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties.

I ACKNOWLEDGE THAT I HAVE READ, HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND SEEK COUNSEL ABOUT, AND HAVE UNDERSTOOD, THIS FORM, AND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL.

Name

Signature

Date