# WVU COLLEGE OF CREATIVE ARTS

# STATEMENT OF RISK AND RESPONSIBILITY, RELEASE,

# AND AUTHORIZATION FORM

# (FOR SCHOOL/COLLEGE SPONSORED TRIPS)

# *Updated July 2022*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am a student at West Virginia University (WVU),

 (PRINT name)

and hereby agree to participate in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 (name of event/trip)

which is traveling to this location(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (list trip destination[s] including town/city, state, & country, if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and is currently scheduled to travel

on these dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 (include starting and concluding dates)

**Student Responsibilities:**

For this upcoming trip, I understand that it is my responsibility to:

• Know all departure locations and times for the mode of transportation. Failure to show up on time means that I will be left behind. It is then my responsibility to find my own mode of transportation to the next trip destination, or, if already on the trip, return home – both at my own personal expense.

• Understand that I shall leave the mode(s) of transportation and any overnight 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.

• Adhere to all policies, procedures, and applicable laws and regulations established by West Virginia University regarding behavior while on this trip. This includes use of alcohol and any controlled substance. If my behavior is deemed unsuitable at any point on this trip, it shall constitute grounds for terminating my participation and that I will be sent home immediately at my own expense. Further University disciplinary or other action may also result from my behavior.

• Notify the trip organizer (e.g., faculty, staff, administrator) of any pertinent medical condition (e.g., food allergy, general allergies, medication, medical condition, accessibility needs) to ensure the safety of myself and all on the trip. I also agree to bring any necessary medications with me on the trip and take as directed. Note: Please list any medical concerns at the bottom of this form or include on separate sheet (this can also include any type of allergies).

**Medical Release:**

I hereby represent and warrant that I am and will be covered throughout the trip 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 trip. 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 trip.

I hereby authorize the trip organizer to act on my behalf in obtaining medical treatment of any injuries or illnesses which I may suffer while participating on this trip and which are promptly brought to their 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 this trip.

**Waiver of Liability/Assumption of Risk**

I acknowledge that I am aware of and understand that there are potential risks and dangers of any type of travel and tourist activity, including, but not limited to, transportation delays or accidents, accommodation mishaps, victimization by criminal activity, illness and general mishaps. This also includes if I am traveling in a vehicle driven by an approved University employee.

I understand that WVU reserves the right to make changes to the trip 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 the College of Creative Arts and 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 (including but not limited to COVID-19), 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, for myself and on behalf of my children, heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, the respective officers, board members, officials, agents and/or employees of each entity, other participants, sponsoring agencies, sponsors, advertisers, and the owners and lessors of the premises with respect to any and all CLAIMS, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I hereby expressly agree that this Waiver of Liability/Assumption of Risk is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia and that if any portion hereof is held invalid, the remainder of the form will continue in full legal force and effect.

I FULLY UNDERSTAND THIS DOCMENT’S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS IN AGREEING TO IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUTH ANY INDUCEMENT.

Please print legibly on all lines (except the signature line) and return to the trip organizer:

Student’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student ID number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Today’s date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student cell phone number (with area code): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student’s name of emergency contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency contact phone number (with area code): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please list any medical concerns (including allergies) below, or include on separate sheet:

(for internal use only)

Signature of CCA employee in charge of trip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Today’s date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_