

# Cabrini University Transportation Waiver

Release of Liability, Waiver of Claims, Indemnification and Assumption of Risk for Cabrini Vehicle Use

In consideration for being permitted by Cabrini University (the "University") to participate in the activity substantially as described above (the "Activity") and to be legally bound hereby, I:

- KNOWINGLY AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF BODILY INJURY, LOSS OF LIFE OR PROPERTY DAMAGE in connection with the Activity, including but not limited to any liability I may incur or reimbursement I may have to make under this Agreement.
- RELEASE the University, its officers, directors, agents, faculty, representatives, students and employees ("Releasees") from and against any and all liability to me, my personal representatives, assigns, heirs, and next of kin for, and AGREE NOT TO SUE any of them for, any and all injuries (including claims for bodily injury or loss of life) or other damages, expenses or loss, of any kind, that I may suffer or incur, including attorney's fees, arising or resulting, directly or indirectly, from or related to the Activity or my activities in connection with the Activity, whether or not caused or contributed to by any act, omission or negligence of the Releasees or other participants in the Activity.
- AGREE TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS the Releasees and each of them from and against any claims, liability, damages, expenses, loss or attorney's fees that they may incur or that may be asserted against them, arising or resulting from or related to, directly or indirectly, my activities in connection with the Activity, whether or not caused or contributed to by any act, omission or negligence of the Releasees or other participants in the Activity.
- AGREE THAT IN THE EVENT THAT EMERGENCY MEDICAL CARE IS NECESSARY FOR ME, the University is permitted to make arrangement for my transport to the nearest available medical facility to provide such emergency care as appears medically needed, and that the University shall not be responsible for the costs of such transport or care.
- AGREE THAT THIS RELEASE, WAIVER, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF PENNSYLVANIA and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
- STATE THAT I AM 18 YEARS OF AGE OR OLDER AND AGREE THAT THIS RELEASE, WAIVER, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT shall be binding upon my parents, successors, heirs, next of kin, executors, administrators, assigns and representatives and shall be governed by the laws of Pennsylvania without regard to Pennsylvania conflict of laws principles.
- AGREE TO obtain prior to the beginning of the Activity and maintain throughout the Activity, health (including hospitalization), accident, disability and travel insurance as the University may require to participate in the Activity, and, further, agree to pay for such insurance and for any expenses not covered by such insurances.
- AGREE TO comply with the University's rules, standards, and instructions, for student behavior, including the University's Community Standards.
- AGREE THAT the University has the right to enforce the Community Standards referenced herein, in its sole judgment, and that it may impose restrictions, up to and including my removal and termination from the Activity, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of the University, the Activity or other Activity participants.
- STATE THAT I have no health-related reasons or problems that preclude or restrict my ability to properly use provided vehicle or equipment except those listed below.
- AGREE THAT I have been provided all the information and advice I require in order to voluntarily participate in the Activity.

I have read this agreement in its entirety, agree to abide by its terms, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made to me. I understand that by signing this agreement, I voluntarily forfeit substantial rights.

I FURTHER UNDERSTAND THAT THE TERMS OF THIS RELEASE, WAIVER, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL.

\* Required

Email address \*

Event Name \*

Event Date \*

Date

Participant First & Last Name/Signature \*

Cabrini ID # \*

Cell Phone # \*

Participant Birthdate \*

Date

Participant High School Attended \*

Faculty/Staff Leader of Event \*

Health Restrictions (if none, enter "none") \*

Van Number (if known) \*

Please print this completed form & bring it with you when you come to pick-up your van at Public Safety.

Thank you.