

# Nazareth College.

*Heart of Excellence.*

## PERMISSION AND RELEASE

Following are two documents: the "Release," that you, the student must sign, and the "Release," which the parents/guardians must sign, only if you will still be under 21 years of age on the day of departure for study abroad. Each Release form must be witnessed by another person, not by your parents or you. All **students, Nazareth and visiting students, must complete the form/s.** The release forms must be returned by students matriculated at Nazareth and by visiting students. (Students engaging in any off-campus event must sign this form, including those on athletic teams.)

THIS IS A RELEASE OF LIABILITY AND AGREEMENT TO INDEMNITY  
BY STUDENT

YOU SHOULD READ THIS CAREFULLY AND UNDERSTAND ITS  
CONTENTS BEFORE SIGNING. THIS AGREEMENT AFFECTS  
YOUR LEGAL RIGHTS

I, \_\_\_\_\_ (student) am voluntarily  
entering into this release for the purpose of inducing Nazareth College of Rochester (College)  
to accept me into the \_\_\_\_\_ (program) on  
\_\_\_\_\_, 20\_\_\_\_\_ and I agree to the terms set forth below.

PURPOSE AND EFFECT

I understand the purpose and effect of this agreement is to release and insulate the College, its agents, employees and any other persons who might subject the College to legal Liability from and against any claims, suits or causes of action for injuries, death, damage, loss or expense occurring during my participation in the program even though such injury, death, damage, loss or expense results from their negligence or other culpability.

RELEASE

I agree to accept full responsibility for, and I do hereby intentionally release the College, its agents, employees or persons for whose acts or omissions the College might be held legally liable, without limitation,

FROM AND AGAINST: Any claims, suits or causes of action for injury, death, damage, loss or expense incurred by me at any time during the program, whether or not related to the program or its purposes,

AS A RESULT OF: Any act or omission to act which directly or indirectly caused or contributed to the injuries, death, damage, loss or expense, even though said act or omission to act constituted negligence or other culpable conduct of, or attributable to, the College in any respect, including lack of or improper supervision, or breach of any statutory or regulatory duty or obligation (set forth only for purpose of example and not by way of limitation), or

AS A RESULT OF: Any accident, war, sickness, quarantine, terrorism, or government restrictions and — regulations.

I hereby agree that this release and indemnity agreement shall be binding upon my heirs, executors, administrators and assigns and shall be governed and interpreted in accordance with the laws of the State of New York.

It is understood that the College reserves the right to cancel, modify or terminate the program if in its judgment, conditions so dictate.

FURTHER AGREEMENTS

I further agree that:

- I. In a medical emergency, I grant to the College and the Program, their employees and agents, full authority to seek such medical treatment as is deemed necessary during the student's program participation; to release the College and program, their agents and principals from liability for the actions taken, and to make immediate repayment at the conclusion of the program for any special expense incurred or advanced for the actions taken.
  
2. To conform during student's participation in the program to all reasonable standards of conduct promulgated by the College, the program, their employees and agents to ensure the best interest, harmony, comfort and welfare of the program group and the individuals in the group. To accept termination of participation in the program with no refund of fees and to accept responsibility for transportation costs home if the student fails to maintain those standards.
  
3. To forfeit all fees if the student withdraws from the program for any reason whatsoever after the program has commenced.

I have read the foregoing release and indemnity agreement and fully understand the contents thereof.

DATED:

WITNESS:-----  
Student

THIS IS A RELEASE OF LIABILITY AND AGREEMENT TO INDEMNITY  
BY PARENT/LEGAL GUARDIAN

YOU SHOULD READ THIS CAREFULLY AND UNDERSTAND ITS  
CONTENTS BEFORE SIGNING. THIS AGREEMENT AFFECTS  
YOUR LEGAL RIGHTS

I, \_\_\_\_\_, the parent/legal guardian of \_\_\_\_\_ am voluntarily entering into this release for the purpose of inducing Nazareth College of Rochester to accept my son/daughter (student) in the \_\_\_\_\_ (program) on \_\_\_\_\_, 20\_\_\_\_ and I agree to the terms set forth below.

PURPOSE AND EFFECT

I understand the purpose and effect of this agreement is to release and insulate the College, its agents, employees and any other persons who might subject the College to legal liability from and against any claims, suits or causes of action for injuries, death, damage, loss or expense occurring during my participation in the program even though such injury, death, damage, loss or expense results from their negligence or other culpability.

RELEASE

I agree to accept full responsibility for, and I do hereby intentionally release the College, its agents, employees or persons for whose acts or omissions the College might be held legally liable, without limitation,

FROM AND AGAINST: Any claims, suits or causes of action for injury, death, damage, loss or expense incurred by me at any time during the program, whether or not related to the program or its purposes,

AS A RESULT OF: Any act or omission to act which directly or indirectly caused or contributed to the injuries, death, damage, loss or expense, even though said act or omission to act constituted negligence or other culpable conduct of, or attributable to, the College in any respect, including lack of or improper supervision, or breach of any statutory or regulatory duty or obligation (set forth only for purpose of example and not by way of limitation), or

AS A RESULT OF: Any accident, war, sickness, quarantine, terrorism, or government restrictions and regulations.

I hereby agree that this release and indemnity shall be binding upon my heirs, executors, administrators and assigns and shall be governed and interpreted in accordance with the laws of the State of New York.

It is understood that the College reserves the right to cancel, modify or terminate the program if in its judgment, conditions so dictate.

FURTHER AGREEMENTS

I further agree that:

1. In a medical emergency, I grant to the College and the Program, their employees and agents, full authority to seek such medical treatment as is deemed necessary during the student's program participation; to release the College and program, their agents and principals from liability for the actions taken, and to make immediate repayment at the conclusion of the program for any special expense incurred or advanced for the actions taken.
2. To conform during student's participation in the program to all reasonable standards of conduct promulgated by the College, the program, their employees and agents to ensure the best interest, harmony, comfort and welfare of the program group and the individuals in the group. To accept termination of participation in the program with no refund of fees and to accept responsibility for transportation costs home if the student fails to maintain those standards.
3. To forfeit all fees if the student withdraws from the program for any reason whatsoever after the program has commenced.

I have read the foregoing release and indemnity agreement and fully understand the contents thereof.

DATED:

WITNESS:-----

Parent /Legal Guardian of Participa

