BALL STATE UNIVERSITY

LIABILITY RELEASE AGREEMENT

Department of Architecture

PLEASE RETURN COMPLETED FORM TO AB 402

NAME: _____ (print please)

1. I fully understand that there are dangers, hazards, and risks inherent in off-campus field trip/study activities, which could include serious or even mortal injuries and property damage. I realize that Ball State University does not require me to participate in this field trip/study, but I wish to do so in spite of the dangers and risks.

2. I fully understand that Ball State University assures no liability for activities which I choose to participate in during unsupervised free time.

3. I am fully aware of the fact that I am responsible for all of my personal medical needs. Should I require hospitalization while studying abroad, I am responsible for the payment of such costs.

4. I recognize and agree to accept that I am responsible for loss or additional expense due to disruption of travel arrangements or other services, or sickness, weather, strikes, or other unforeseen causes. Ball State University is not liable for any fare changes, dishonors of any reservations, missed connections, injuries (including death), losses, damages, or circumstances beyond the control of the University. If I am required to spend additional nights due to weather, flight schedules, or any other circumstances beyond the University's control, the University shall not be responsible for my costs associated with my hotel, meals, or other expenses.

5. Ball State University has the right to substitute hotels/housing at any time, and the University will make all decisions regarding room and housing assignments.

6. Ball State University reserves the right to decline my participation in the field trip/study and to require me to return early should my behavior hinder the field trip/study or the rights of any person. The agents of the University have the discretion to require me to leave the program if my conduct violates any University policy or procedure and to refer me to appropriate University officials for further actions. In such an event, I will not be entitled to a refund from the University.

7. I realize that Ball State University has the right to cancel this field trip/study or to alter or modify the itinerary and/or academic program as deemed necessary by the University or program leaders. These alterations or modifications to the itinerary and/or academic program may be with or without notice, and Ball State University shall not be liable for any loss I sustain due to any such alteration or cancellation.

8. I acknowledge and understand that Ball State University assumes no liability for any loss, damage, destruction, theft, or the like to my luggage or personal belongings.

9. In the event that I am separated from the group, I realize that I am responsible for contacting or rejoining the group at its next destination, and I will bear all costs associated with such a situation.

10. Should I develop legal problems while participating in the program, I will attend to the matters personally with my own funds.

11. If I choose not to return with the group after the final date of the field trip/study and choose instead to remain behind at my own discretion, I fully understand that Ball State University no longer has any responsibility to me. Therefore, I release Ball State University from any liability for my safety and that of my property in my post- field trip/study activities and/or travels.

12. I agree that this Agreement shall be enforced in accordance with the laws of Indiana. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

13. Therefore, I agree to assume and take on myself all of the risks and responsibilities associated with my participating in this field trip/study. In consideration of and in return for the services, facilities, and other assistance provided to me by Ball State University in this field trip/study, I release Ball State University and its board of trustees, officers, employees, and agents (in their official and individual capacities) from any and all liability, claims, and actions, damages, expenses and costs that may arise from injury, harm, death, or damage due to participation in this program.

14. I agree to be legally bound by this Agreement. I also understand that this Agreement binds my heirs, executors, administrators, and assigns.

I have read and understand this agreement, and I will abide by its terms and conditions. I knowingly and voluntarily sign this Agreement.

☐ ***My signature on this Liability Release form covers ALL Ball State University <u>Department of Architecture</u> off-campus field trips/studies that I participate in through the completion of my degree program.***

_____ _____

Signature of Participant (age 18 or over) Date

_____

(please print name)

PARTICIPANTS UNDER AGE 18

Responsibilities and Authorization of Parents/Guardians:

I will obtain and carefully evaluate health and safety information related to the field trip/study, as provided by the field trip/study director and other sources.

I will be involved in the decision of the student participant to enroll in this field trip/study.

I will engage the student participant in a thorough discussion of safety and behavior issues related to the field trip/study.

I will be responsive to requests from the field trip/study director for information needed regarding the student participant.

I will be aware that some information may most appropriately be provided by the student participant rather than the field trip/study.

I hereby grant authorization to Ball State University personnel to provide and obtain medical treatment for my son/daughter/ward, and I agree to pay for these services.

I have read and understand this agreement, and I will abide by its terms and conditions. I knowingly and voluntarily sign this Agreement.

My signature on this Liability Release form covers ALL Ball State University Department of Architecture off-campus field trips/studies that my son/daughter/ward participates in through the completion of their degree program.

_____ _____

Signature of Mother or Guardian Date

_____

(please print name)

_____ _____

Signature of Father or Guardian Date

_____

(please print name)