INSTRUCTIONS FOR COMPLETING A LIABILITY RELEASE

A standard form of Assumption of Risk, Indemnification of All Claims and Covenant Not to Sue (“Waiver”) must be utilized to protect the College against claims and legal actions for most voluntary trips and activities. (Specialized Waivers also are required for all international activities, which may include study abroad, internships or field trips.) With the exception of international activities, waivers are not necessary for trips and activities that are required as part of a curriculum.

Waivers provide, among other things, that the signatory:

- assumes all risks from a specified activity;
- waives the right to sue the College and recover damages in the event of injury or death;
- waives the right to recover from the College in the event of loss or damage to personal property; and
- agrees to indemnify the College (that is, to compensate the College) against loss if they cause harm.

Waivers must provide a specific description of the activity, including any known risks or hazards that may be involved. They also establish a standard for behavior, letting the signatory know that s/he is responsible for her/himself and that failure to follow College policies or other guidelines may result in dismissal from the activity and other disciplinary action.

Except for inserting (i) the name of the activity, (ii) a description of the activity and potential risks associated with the activity and (iii) the date(s) of the activity, the College’s standard Waiver form may not be modified without authorization from the Risk Manager or General Counsel. The description of the activity should note any specialized risks attendant thereto. Examples include:

- **For a ski trip:** Death, injury or illness resulting from skiing, snowboarding and other activities at a ski area and on trails previously known or unknown to me and due to local conditions which change daily.
- **For a canoe trip:** Death, injury or illness resulting from canoeing, swimming and other activities on a river where conditions change regularly and due to hidden conditions in the water.
- **For a road race:** ALL RISKS ASSOCIATED WITH RUNNING/WALKING IN THE RACE, known or unknown, including but not limited to falls, contact with other participants, the effects of weather, including high heat and/or humidity, traffic and the conditions of roadways, sidewalks and other portions of the Race course and other areas adjacent to the Race course, death, injury or illness.

Participants should be advised that they are required to sign a Waiver when you first announce the activity. Waivers must be signed by all participants as part of the registration process and should be signed and returned no later than three days before the activity (two weeks for any international travel).
Waivers must be signed in ink and witnessed. All original signed waivers should be provided to the Risk Manager and will be maintained in a secure file.

You should advise the Risk Manager immediately upon return of any accidents or incidents that may have occurred during the activity. Serious accidents or incidents should be reported immediately to the Department of Public Safety.

The standard waiver form is available as a fillable PDF or as a Word.docx. It may not be modified.

If you have any questions, please contact the Risk Manager or the General Counsel.