#### **Section I – Form Overview**

Every student participating in an academic field trip, student organization trip, any other travel affiliated with the University, or any activity that may result in personal harm or loss of or damage to personal property must read and sign this consent form prior to their participation in the trip or activity. Copies of this form must be submitted to the department sponsoring the trip or activity and the Safety/Security Office with a copy remaining with the Trip Lead or activity coordinator. Copies of this form may be distributed, signed, and retained electronically using the Eagle Life software if applicable.

In addition, students who are younger than 18 years of age must have the signature of a parent or guardian. If an under 18 student already has an "Acknowledgement, Consent, and Waiver Regarding Student Consent and Signature Authority" form on file in the Dean of Students Office, they do NOT require a parent's signature on this form.

## **Section II – Travel Expectations**

Embry-Riddle Aeronautical University sponsors student travel as a means of providing a comprehensive and diverse learning environment. Travel is defined as a trip where the destination is more than one hundred (100) miles from campus and/or where the travel extends through an overnight period. Travel participants and leaders are expected to conduct themselves in a professional and positive manner as representatives of Embry-Riddle Aeronautical University as outlined below.

- 1. All students must adhere to expectations outlined in the Student Handbook as part of their enrollment at Embry-Riddle Aeronautical University.
- 2. A Trip Lead must be designated and accompany the group on each trip. A faculty or staff member is encouraged to travel as the Trip Lead, however the Director of Student Engagement or the Dean of Students, or their designee may require the Trip Lead to be a faculty or staff member at their discretion.
- 3. When personal vehicles are involved in transporting people participating in the trip, the "Waiver and Release for Usage of Personal Auto" form must be completed by each driver.
- 4. When rental vehicles are involved in transporting people participating in the trip, drivers must be authorized by the University's Risk Management team and comply with all policies from the rental agency providing the vehicle.
- 5. When University vehicles are involved in transporting people participating in the trip, drivers must be authorized by the University's Risk Management team.
- 6. Failure to comply with Trip Leader directives, engaging in prohibited conduct, or violations of any laws may result in disciplinary and/or legal action. Students may be discharged from the trip, and be fiscally responsible for transportation back to the University under these circumstances. Any issues must be reported in a timely fashion to the Dean of Students Office.
- 7. Travel participants who are not Embry-Riddle Aeronautical University students, staff, or faculty are subject to the same travel expectations as outlined above. Failure to comply with the stated expectations may result in legal action and/or an inability to participate in future trips or events.

It is recommended that the Trip Lead have a meeting with travel participants to review these and any other expectations prior to travel. Possible topics to cover include: attendance expectations for trip events, appropriate attire, professional behavior, expectations regarding legal alcohol/drug usage, and any responsibilities to share information upon return to campus. Many travel groups make separate behavioral agreements forms that each travel participant signs and may be held accountable to via the conduct process outlined in the Student Handbook.

### **Section III – Activity Release**

Participation in activities of any type is at the students' own risk. Participation in activities may expose you to risks of physical harm and loss of or damage to your personal property. Insurance is not provided to cover your medical expenses for injuries or losses sustained by you in the course of your participation in the designated activity or for damage to your personal property. It is strongly recommended that you obtain personal insurance and that you assure that any injuries or losses you may sustain are covered thereby, or you may be personally liable for any such expenses you may incur as a result of your participation in the designated activity. In consideration of permission to participate in the designated activity, you:

- 1. Agree that prior to the use of facilities, you should inspect the facilities and equipment to be used, and if you believe anything is unsafe, you should immediately advise the appropriate party of such condition and not use the facilities and equipment until such condition is corrected.
- 2. Fully understand, expressly acknowledge, and agree that you will be engaging in an activity that is dangerous and involves risk of property damage and personal injury, including possible permanent disability or death, and serious economic losses that may result not only from your own actions, inactions or negligence but also from the actions, inactions or negligence of others, the rules of participation, or the condition of the premises and equipment used, and that there may be other unknown or unforeseeable risks.
- 3. Agree to assume all the foregoing risks and accept personal responsibility for any damages arising from any resulting loss or injury, including permanent disability or death.
- 4. State that you are in proper physical condition to participate in the event.
- 5. Release, waive, discharge and covenant not to sue Embry-Riddle Aeronautical University, and any subdivision, trustee, officer, employee, or agent thereof for any loss, injury, damage or liability arising from your participation in the above activity
- 6. Agree to defend, hold harmless, and discharge Embry-Riddle Aeronautical University, and any subdivision, trustee, officer, employee, or agent thereof for any and all liability, claims and demands of whatever kind or nature made by, on behalf of, or in relation to your participation in the above activity arising from, connected with, or related to your participation in the above activity on or about the date thereof, whether such injuries or losses are alleged to be caused in whole or in part by the negligence of the released parties, and shall pay or reimburse Embry-Riddle for all such claims and expenses on demand of Embry-Riddle
- 7. Agree that any disputes arising from, related to, or connected with this activity shall be exclusively subject to the laws, jurisdiction, and venue of Yavapai County, Arizona, and that any such disputes shall be resolved by mediation. In the event that mediation fails to resolve the issue, the dispute shall be resolved by binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- 8. Agree that any part of this release deemed unenforceable for any reason by any authority with jurisdiction over it shall be severed from this document, and the remaining terms shall remain in full force and effect

# Section IV - Travel/Activity Information Trip Information

Trip Name:	Trip Date(s):		
<b>Trip Destination:</b> (include lodging address and conferen	nce name if applicable)		
Sponsoring Department/Organizati	ion:		
Trip Leader Name:	Trip Leader Phone Number:		
*Approval for Student Trip Lead: (approved by Director of Student Eng	gagement or Dean of Students or designee)  Date:		
Trip Lead Signature:	Date:		
	Activity Information		
Designated Activity (if not travel):			
Activity Location:	Date of Activity:		
Sponsoring Department/Organizati	ion:		
Activity Coordinator Name:			
<b>Activity Coordinator Phone Number</b>	er:		

### Section V – Trip/Activity Release and Waiver of Liability

I have read, understood, and agreed to the terms of this release and waiver of liability, and voluntarily participate in the designated trip and/or activity. I assume personal liability for any injury or loss that may occur as a result of participation in activities, including travel. I agree that this agreement shall be binding on my personal representatives, assigns, heirs, next of kin, and successors in interests whether such injuries or losses are alleged to be caused in whole or in part by the negligence of the released parties. In witness whereof, I affix my signature below:

Participant Printed Name and ID#	Participant Signature and Date	Emergency Contact Name(s) and Relation	Emergency Contact Phone Number
1,111110 11110 1111		(0)	

### Section VI – Waiver and Release for Usage of Personal Auto

This waiver and release is presented to me by Embry-Riddle Aeronautical University ("ERAU") located at 3700 Willow Creek Road, Prescott, AZ 86301 for my participation as a volunteer driver and I agree to abide by the following:

For myself, my estate, assigns and representatives, I hereby release, indemnify, hold harmless and forever discharge ERAU, its trustees, officers, employees, and agents from any and all claims, liability, demands, lawsuits, and causes of action of any kind or nature, known or unknown, that I have or may have, arising from or related to my volunteer participation in this event. I understand that activities, of which I will take part on a volunteer basis, can be dangerous and may cause or lead to injuries, including but not limited to, broken bones, concussions, comatose state and other very serious bodily injuries up to and including death.

In consideration of ERAU's permission for me to operate as a volunteer driver, I, for myself, my estate, assigns and representatives, hereby waive any and all claims of any kind or nature, known or unknown, for damages, injuries or losses to myself or my property arising from or related to my volunteer participation in this event. Unless required by law or valid order of court, I shall not file, allow to be filed, consent to, or cooperate with any claim, cause of action, lawsuit, or demand of any kind or nature for injuries or losses to or by me arising from or related to my volunteer participation in this event, and shall on demand defend and indemnify ERAU for any cost or expense associated therewith.

I further agree that by driving or providing my own motor vehicle for transportation to, during or from the program site, I am solely responsible for my own acts and for the safety and security of my own vehicle as well as for my own equipment, supplies, personal property and effects during the course of the event. I accept full responsibility for the liability of myself and my passengers, and I understand that if I am a passenger in such a private vehicle, Embry-Riddle Aeronautical University and its personnel are not in any way responsible for the safety of such transportation and that Embry-Riddle Aeronautical University insurance does not cover any damage or injury suffered in the course of traveling in such a vehicle.

I hereby consent that ERAU or its agent may arrange for or provide emergency medical care that appears reasonably necessary, or transportation to such care. I understand and agree that neither ERAU, nor its trustees, officers, employees, or agents shall provide medical insurance, nor will they pay any medical cost or expense incurred by me. I shall be responsible for the payment of all such expenses, including the costs of transportation or hospitalization.

I acknowledge that I am sufficiently fit to participate as a volunteer driver in this activity or event. Being over the age of 18 years, I hereby affix my signature as evidence of my assent to, and agreement with the terms above:

Printed Name	Signature	Date
Trip/Activity		