

ASSUMPTION OF THE RISK, RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

Describe the trip: _____

Date(s) of the trip: _____

THIS ASSUMPTION OF THE RISK, RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT is made as of the _____ day of _____, 20__, by and between JUDSON COLLEGE ("Judson") and _____ ("Student").

RECITALS

Judson and Student acknowledge that Student will receive educational, athletic or social benefits from participating in the trip described above.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Risks and Risk Management.** Student recognizes that any trip in a motor vehicle on public or private streets or highways entails risks of bodily injury, including death, as well as property damage. Student agrees to manage these risks by the exercise of care in assisting drivers to obey traffic rules as well as school rules. If Student is a passenger, Student agrees to avoid distracting the driver. If Student is a driver, Student agrees to obey all traffic rules as well as school rules.

Student acknowledges that the trip is considered to be an extension of Judson campus program, and therefore, the normal rules and regulations governing academics and behavior that are applicable on the Judson campus are applicable to each student during the trip. Student further understands that students participating in the trip are expected to exercise good judgment in planning their time and in maintaining good conduct while representing Judson.

2. **Assumption of Risk.** Student knowingly and voluntarily assumes all risks involved in riding in a private vehicle in connection with the trip. Student acknowledges that part of the educational value of attending an event away from campus is learning about the risks of travel and exercising risk management. In making the decision to participate in the trip, Student is not relying on assurances of safety from Judson, but rather Student is making Student's decision based on Student's own research as well as the advice and counsel of Student's family, friends, and resources of Student's choice.

3. **Release, Hold Harmless and Indemnity Agreement.** Student hereby releases Judson, its trustees, officers, employees and agents from any and all claims by Student against Judson, its trustees, officers, employees and agents relating to or arising from traveling in a private vehicle in connection with the trip. This release includes all claims for injuries, accidents, sickness or damages of any nature whatsoever sustained by Student or any person making any claim on behalf of Student. This release shall be construed as broadly as possible, and shall include any and all claims for negligence (including gross negligence) by Judson, its trustees, officers, employees and agents relating to or arising from travel and participation in the trip.

Student also agrees to protect, indemnify and hold harmless Judson, its employees, agents, officers or other representatives from and against all liabilities and sums which Judson may be subject to pay as a result or consequence of any claim relating to or arising from participation in the trip.

4. **Understanding**. Student understands that this Release is a legal document and that Student has the right to seek the advice of legal counsel regarding this Release. Student is signing this Agreement as an act of Student's own free will and accord, without reliance on any representation of any kind or character not expressly set forth in this Agreement.

5. **Representation**. Student represents that Student will not drive a private vehicle unless Student has a valid driver's license and automobile liability insurance valid in Alabama. Student represents that (1) Student is 19 years or older and under no legal disability to execute this Release and Indemnity Agreement or (2) student is 18 years of age or younger and will obtain the signature of her parent or legal guardian before departing on the trip.

6. **Entire Agreement**. It is understood and agreed that this agreement contains the entire agreement between Judson and Student and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter hereof. No oral understandings, statements, promises or inducements contrary to the terms of this agreement exist. This agreement cannot be changed, altered or terminated except in a writing signed by Student and counter-signed by Judson that expressly provides that it changes, alters or terminates this agreement.

7. **Governing law**. This Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Alabama.

8. **Severability**. If any provision of this Agreement shall be declared void for illegality by a court of law with jurisdiction over the subject matter of this Agreement, the other provisions not declared as void for illegality shall remain in full force and effect.

IN WITNESS WHEREOF, the Student has signed this Agreement voluntarily on and as of the date first above written.

Type or Print Student's Name

Student's Signature (If Student is 19 Years of Age or older)

Parent's Signature (If Student is less than 19 Years of Age)

Original: Faculty or Staff Member
Copy: Student