

ASSUMPTION OF RISK AND RELEASE FORM

For Service & Justice Trips

*PLEASE READ AND UNDERSTAND BEFORE SIGNING. RETURN THIS SIGNED FORM TO THE: Schlegel Center for Service and Justice, Creighton University, 2500 California Plaza Omaha, NE 68178 Ph: 402-280-1290 Fax: 402-280-1259*

Name of Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_

*(If applicant is under 19 years of age, a parent or legal guardian must also read and sign this form.)*

**Program:** Service & Justice Trips

**From:** March 3-11, 2023

**I hereby agree as follows:**

1. **Risks of participating in a Service & Justice Trip.** I understand that participation in the Service and Justice Trips Program specified above ("the Program”) involves risk not found in study at Creighton University (“Creighton”). These include risks involved in traveling to and returning from the designated hosts and service sites in vans driven by students. I have made my own investigation and am willing to accept these risks.

2. **Institutional Arrangements.** I understand that Creighton does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, organization, or other provider of goods or services involved in the Program. I understand that Creighton is not responsible for matters that are beyond its control. I hereby release Creighton from any injury, loss, damage, accident, delay or expense arising out of any such matters.

3. **Independent Activity.** I understand that Creighton is not responsible for any injury or loss I may suffer when I am traveling independently or am otherwise separated or absent from any Creighton-sponsored activities.

4. **Health and Safety.**

A. There are no health‑related reasons or problems that preclude or restrict my participation in this Program.

B. I am aware of all applicable personal medical needs. I have arranged, through my own insurance to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that Creighton is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care during the Program, Creighton is not responsible for the costs or quality of such treatment or care.

C. Creighton may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release Creighton from any liability for any actions.

5**. Standards for Conduct.**

A. I will comply with Creighton's rules, standards, and instructions for student behavior, including the “no alcohol” policy. I waive and release all claims against Creighton that arise at a time when I am not under the direct supervision of Creighton or that are caused by my failure to remain under such supervision or to comply with such rules, standards, and instructions.

B. I agree that Creighton has the right to enforce the standards of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony, and welfare of Creighton, the Program, or other participants. I recognize that due to the circumstances of travel programs, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at Creighton do not apply. If I am expelled, I consent to being sent home at my own expense with no refund of fees.

C. I will attend to any legal problems I encounter. Creighton is not responsible for providing any assistance under such circumstances.

6. **Program Changes.** Creighton has the right to make cancellations, substitutions, or changes in case of emergency or changed conditions or in the interest of the Program. I understand that Creighton’s fees and program charges are based on current program rates and travel costs, which are subject to change. If I leave or am expelled from the Program for any reason, there will be no refund of fees already paid. I accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. If I become detached from the Program group, fail to meet departure vehicles, or become sick or injured, I will return home at my own expense.

7. **Assumption of Risk and Release of Claims.** Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Program. To the maximum extent permitted by law, I release and indemnify Creighton and their officers, employees and agents, from and against any present or future claim, loss, or liability for injury to person or property which I may suffer, or for which I may be liable to any other person, during my participation in the Program (including periods in transit to or from designated host and service sites where the Program is being conducted).

I have carefully read this Release Form before signing it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This agreement shall become effective upon receipt of my application by Creighton and shall be governed by the laws of the state of Nebraska which shall be the forum for any lawsuits filed under or incident to this agreement or to the Program.

Signature of Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Today’s Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I am the parent or legal guardian of the above Applicant, have read the foregoing Release Form (including such parts as may subject me to personal financial responsibility), am and will be legally responsible for the obligations and acts of the Applicant as described in this Release Form, and agree, for myself and for the Applicant, to be bound by its terms.

Signature of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Today’s Date: \_\_\_\_/\_\_\_\_/\_\_\_\_