

ITHACA COLLEGE
LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

THIS IS A RELEASE OF LEGAL RIGHTS.

READ AND BE SURE YOU UNDERSTAND IT BEFORE SIGNING.

1. I understand that Ithaca College does not require my child's participation in the **Treman State Park Hike 105 Endfield Falls Rd. Ithaca, NY 14850** (hereinafter called "Activity") on Thursday, July 9, 2020. and that my child's participation in the Activity is totally voluntary. I understand that Ithaca College is not responsible for any theft, damage or loss to my child's personal property while participating in Activity. I understand that alcohol and drugs (any use of intoxicants or illegal/controlled substances) are strictly prohibited during Activity and that my child must adhere to the Ithaca College Student Conduct Code at all times during the activity. I understand that if I choose to permit or instruct my child to participate in any other events, activities, excursions, or modes of transportation prior, during or after the course of the Activity, which are not included or part of the scheduled Activity, that I do so voluntarily and Ithaca College is not responsible for any harm or danger resulting from such choice.
2. In agreeing for my child to receive instruction and to use the facilities provided by Ithaca College while participating in Activity, I fully understand that Activity is offered as a free instructional class incurring no charge to me or my child, that instruction occurs in the Ithaca College indoor pool and that my child will enter a water environment, that Activity is under the direction of an Ithaca College faculty member, and that the purpose of Ithaca College operating Activity is solely for the education of Ithaca College students.
3. I fully understand and appreciate the damages, hazards, and risks inherent in activities associated with the Activity, in transportation to and from Activity, and in any actions my child undertakes during the time period which are or are not part of my child's direct participation in Activity, which dangers include but are not limited to bodily injury, including sprains, strains, concussion, contusions, broken bones, drowning, and serious or even mortal injuries, including death, property damage, accident, delay, sickness, acts of terrorism, government intervention and acts of God. Other risks may include but are not limited to event schedule changes or cancellations.
4. Knowing the dangers, hazards, and risks of such activities, and being permitted to participate in Activity, on behalf of my child, family, heirs, and personal representatives or administrators, I the undersigned, agree to assume all risks and responsibilities surrounding my child's participation in Activity, transportation to and from Activity, and I hereby release, waive, forever discharge, and covenant not to sue Ithaca College, its governing board, officers, agents, employees, and students acting as employees (hereafter called "Releasees"), from and against any and all liability for harm, injury, damage, delays, claims, demands, actions, causes of action, costs, and expenses of any nature that my child may have or that may accrue to my child, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by my child or any property belonging to my child, while in, on, upon, or in transit to or from the premises where Activity, or any adjunct to Activity is conducted.
5. I understand and agree that Releasees have no medical personnel at location of Activity. I understand and agree that Releasees are granted permission to authorize emergency medical or dental treatment, if necessary, and that such action by Releasees shall be subject to terms of this Agreement. I understand and agree that Releasees assume no responsibility for injury or damage which arises out of or in connection with authorized emergency medical or dental treatment.
6. It is my express intent that this Release shall bind me/my child, if alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the above-named Releasees. I and my child further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my family, arising out of my participation in the Activity.

(OVER – continued on Page 2)

