



H.E.L.P. Summer Program Event & Liability Waiver

Welcome to H.E.L.P., offered through Westfield State University’s (WSU) College of Graduate & Continuing Education (CGCE). In the interest of allowing WSU to exist and to serve our community without fear of liability, we ask that you join in this contract. The first part is an acknowledgement that you understand the risks involved and the second part is a release of liability.

Although H.E.L.P. is an academic program, I understand that by being on campus and engaging in program activities and fieldtrips, I, or my child, may be exposed to a number of hazards including but not limited to:

- Environmental hazards including but not limited to rocks, boulders, trees, other obstacles, dirt, and similar outdoor hazards.
- Injuries or discomfort inflicted by insects or plants
- Man-made objects including classroom desks, chairs, etc., that exist within academic buildings, dormitories, and dining halls.
- Forces of nature including lightning, weather changes, rain, wind, and other weather hazards.
- Travel in vehicles driven by WSU staff or contractors to field trips.
- Accidents or injury caused by others.
- Problems with allergies, medications, headaches, or other maladies not listed.
- My own negligence, which may place me in jeopardy.

I acknowledge that I am solely responsible for my decision to allow my child to participate in H.E.L.P. and all the activities and classes associated with the program. I further acknowledge that my child has been cleared by a physician to participate and that I assume all risks associated with the program. I agree that my child will obey all WSU rules and that I will not receive a refund if my child is asked to leave for any reason.

Name of Child participating: _____

Parent or Guardian Printed Name: _____

Parent or Guardian Signature: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Westfield State University and the College of Graduate and Continuing Education, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "WSU & CGCE"), I hereby agree to release, indemnify, and discharge WSU & CGCE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in any on campus or off campus activity associated with the H.E.L.P. academic program entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; the hazards of walking on uneven terrain; collision with fixed or movable objects; weather conditions; sunburn; dehydration; insect bites; scrapes; scratches; bruises; sprains; my own physical condition; consumption of food or drink; the condition of roads and terrain; or highways and roadways and accidents connected with their use. Furthermore, WSU & CGCE employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities.

2. I expressly agree and promise to accept and assume all of the risks existing in this program. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WSU & CGCE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this program or my use of WSU & CGCE 's equipment or facilities, **including any such claims which allege negligent acts or omissions of WSU & CGCE.**

4. Should WSU & CGCE or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against WSU & CGCE, I agree to do so solely in the state of Massachusetts, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this program, I may be found by a court of law to have waived my right to maintain a lawsuit against WSU & CGCE on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____

Print Name _____

Address _____

City _____ State _____ Zip Code _____

Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of

_____ (print
minor's name) ("Minor") being permitted by WSU & CGCE to participate in its program and to use its equipment and facilities, I further agree to indemnify and hold harmless WSU & CGCE from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____

Print Name: _____

Date: _____

Photo Release

Westfield State University reserves the right to photograph program participants for publicity purposes.

Parents Signature: _____ Date: _____