

Smith College Summer Programs
Medical Information and Release (Waiver) Form
See Reverse for Waiver & Release

This information will be kept by the Summer Programs Administrator and the Health Insurance Provider. The Administrator or Insurer may share the information as they deem necessary with health care providers or insurance carriers. The information is required to attend any residential Summer Program in order that the participant may be provided with emergency medical coverage for accidents or illness arising in the course of the program.

Participant Name _____ Date of Birth _____

Social Security No. _____ Home Telephone _____

Participant's Insurance Provider _____

Policy Number _____ Insurer Telephone _____

Persons to be contacted in the case of a medical emergency:

Name	Telephone	Relationship
_____	_____	_____
_____	_____	_____

Medical Release: If medical treatment is necessary, I hereby authorize any physician or trainer selected by Summer Program personnel to provide medical treatment as necessary. I have indicated below all health concerns or medical conditions that could adversely impact or limit my participation in the program or the emergency treatment provided to me, including drug, food or environmental allergies.

Participant Signature: _____

Medical Information: *(Use separate sheet if necessary, and attach it to this form.)*

Registration is void without completing and signing of the waiver and release form on the reverse of this page.

Smith College Summer Programs
Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of Smith College Summer Program participation.

Smith College is a non-profit educational institution. References to Smith College include Smith College, its trustees, employees, volunteer workers, students, participating organizations, agents and assigns, and anyone else participating in the Summer Program activities described below.

I freely choose to participate in **PROGRAM** (henceforth referred to as the Program) on **DATES**. I understand that the Program involves **SPECIFIC ACTIVITIES including travel**. I understand that Smith College is not an agent of, and has no responsibility for, any third party including without limitation any sponsor which may provide any services including food, lodging, travel, or any equipment associated with the Program.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself. I understand that it is my responsibility to know what personal equipment is required and provide the proper personal equipment for my participation in the Program, and to ensure that it is in good and suitable condition. I agree to ask questions to make sure that I know how to safely participate in the activity, and I agree to observe the rules and practices that may be employed to minimize the risk of injury while pursuing the benefits of the activity. I agree to advise the Program Director or her designee immediately if I do not believe I can safely continue in the activity. For any sports or recreational activities, I agree to reduce the risk of injury to myself and/or others by only participating at my personal fitness level, wearing the proper protection as dictated by the activity, not wearing any thing that would pose a hazard in the activity, and not ingesting or using any substance at any time that could pose a hazard to myself or others. I agree that if I fail to act in accordance with this agreement I may be required to leave the program and forfeit any fees

Despite precautions, accidents and injuries can occur. I understand that sports and travel and other activities the Program may undertake may be potentially dangerous, and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of participation in the Program. Therefore **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- Death, drowning, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury, head, facial, oral or eye injury or trauma, mental injury, joint trauma, broken bones, other muscular-skeletal injury, or illness, of any nature whether severe or not, temporary or permanent which may occur as a result of participating in an activity or contact with physical surroundings, equipment or other persons or arising from travel or food poisoning arising from the provision of food or beverage by individuals, restaurants or other service providers. I understand that injuries such as fractures, joint sprains and dislocations, muscle strains and contusions are commonplace in sports and strenuous physical activities. In any trips involving water, including but limited to kayaking, rafting or canoeing, hazards may also include without limitation, drowning, temporary or permanent bodily injury including brain damage from immersion in water, and hypothermia.
- Complications or worsening of injuries or illness, including resultant death, that may result from isolation on a "wilderness trip", and resultant delays and difficulties in getting to a medical care facility.
- Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority
- Theft or loss of personal property during the Program or any Program related travel
- Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events
- Alteration including delay, extension or cancellation of the Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes

I further acknowledge that the above list is not inclusive of all possible risks associated with the Program or the use of facilities, equipment, or services in association with the Program, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I further understand that participating in this

Program is an acceptance of risk of injury.

I authorize Smith College to act on my behalf in the event of a medical emergency.

**Release from Liability, Indemnification Agreement and
Covenant Not to Sue**

In consideration of my participation in the Program, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE Smith College from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against Smith College on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the Program and/or the use of facilities, equipment, or services in association with the Program howsoever the injury is caused, whether by the negligence of Smith College or otherwise.

In consideration of my participation in the Program I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS Smith College from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in the Program and my use of facilities, equipment, or services in association with the Program.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Program and the use of facilities, equipment, or services in association with Program, and that I am voluntarily assuming all risks, whether known or unknown.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Program and my use of facilities, equipment, or services in association with the Program, and that by this agreement I am relieving Smith College of any and all liability for such loss, damage or death.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am 18 years or older and that I am otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of Smith College permitting my participation in the Program and my use of facilities, equipment, or services associated with the Program.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. IN WITNESS WHEREOF, this instrument is duly **executed at Northampton, Massachusetts on _____, 2014.**

**IMPORTANT - READ ENTIRE AGREEMENT BEFORE
SIGNING**

Printed Name: _____

Signature: _____

Date: _____

Address: _____

Tel. No.: _____

Witness Name Printed: _____

Witness Signature: _____

Address: _____

Signatures need not be notarized but must be witnessed