

PARTICIPANT AGREEMENT

This Program Participant Agreement (hereinafter "Agreement") is entered into by and between the **COLLEGE OF THE HOLY CROSS**, 1 College Street, Worcester, MA 01610 (the "College"), and (NAME) _____ (hereinafter "Participant"), a resident of _____, concerning Participant's participation in the Spring Break Immersion Program (hereinafter the "Program") occurring March 5-12, 2011.

WHEREAS, Participant acknowledges, warrants and represents that he/she is physically and psychologically capable of undertaking the Program, and that College has not and will not test or examine Participant to determine whether Participant has any physical or psychological impairments that might result in injury or other loss to Participant during the Program; and

WHEREAS, Participant wishes to participate in the Program; and

WHEREAS, Participant and the College intend to be legally bound by the terms of this Agreement including Participant's release of the College, and in consideration of the permission granted by the College to Participant to participate in the Program;

THE COLLEGE AND PARTICIPANT AGREE AS FOLLOWS:

1. Participant, for himself/herself and on behalf of his/her dependents, heirs, administrators, executors and assigns, hereby releases, discharges and agrees to hold harmless the College and its trustees, agents, employees, representatives and volunteers from and against any and all liability, including liability for negligence, arising out of or in any way connected to Participant's participation in the Program. For purposes of this Release, "liability" means all claims, demands, losses, causes of action, suits or judgments of any kind that Participant or Student's heirs, executors, administrators and assigns may have against the College, and any of its trustees, agents, employees, representatives and volunteers because of personal injury, accident, illness or death, or because of any loss or damage to property that occurs to any person, including Participant or his or her property, during the Program, and that results from any cause including, but not limited to, the College or its trustees', agents', employees', representatives' or volunteers' own negligence.
2. Participant acknowledges that participating in the Program may involve safety issues and that Participant may be subjected to potential risks, injuries and even death. Participant acknowledges the inherent hazardous nature of the Program and voluntarily participates therein and assumes all risk of injury or death from his/her participation therein. Participant represents and warrants that he/she is mentally and physically fit, capable, able and willing to participate in this Program, and be subjected to the potential inherently hazardous activities without limitations.
3. The College assumes no liability or responsibility whatsoever for any personal property of Participant brought on the Program.
4. Participant understands and agrees that College assumes no liability for any medical, hospital, other health care provider, and/or related expenses incurred by Participant while

participating in the Program. Participant understands and agrees that as a condition for participation in the Program, he/she must have adequate health insurance, including a limited emergency provision that covers any and all medical expenses he/she may incur while participating in the Program including, but not limited to, hospitalization expenses. Participant agrees that he/she will be personally responsible for any and all medical, hospital and/or related expenses incurred by him/her while participating in the Program.

I acknowledge that I have carefully read this entire Agreement. I understand the potential dangers incident to engaging in all activities of the Program, including transportation to and from the Program. I am fully aware of the legal consequences of this Agreement and agree to its terms, I and understand that I am releasing and waiving certain rights and assuming the risk of injury and damage for my participation in the Program.

PARTICIPANT

COLLEGE OF THE HOLY CROSS

Name

By _____

Date: _____

Date: _____

(If minor). The undersigned parent/guardian acknowledges that he/she has read and understood the above Agreement and understands the potential dangers incident to Participant engaging in this activity and he/she is fully aware of the legal consequences of this Agreement and agree to its terms and understands that he/she is releasing and waiving certain rights and assuming the risk of injury and damage of the Participant from his/her participation in the Program.

Signature of Parent or Guardian if
Participant under 18

Date: _____

Name of emergency contact during this time. _____

Relationship: _____

Home Telephone #: _____

Work Telephone #: _____

Cell Telephone #: _____