

Attachment B

WAIVER, RELEASE, INDEMNITY AND PROMISE NOT TO SUE

THE COLLEGE OF NEW JERSEY - STUDENT TRAVEL

I, the undersigned Participant, wish to travel to and participate in EVENT NAME ("Event") scheduled to take place during the period of START DATE AND TIME to END DATE AND TIME.

In consideration of TCNJ's permitting me to participate in the Event, I, intending to be legally bound hereby, understand, represent, acknowledge, and agree as follows.

I fully recognize that certain risks are involved in participating in the Event; such risks may include property damage, personal injury, death; and I voluntarily assume those risks.

I am wholly responsible for my own behavior and possessions during the Event. Circumstances may require that the start and/or end date of the Event (including travel) may change. I will obtain the advance permission of TCNJ REPRESENTATIVE to begin or end my participation in the Event at a date or time other than assigned (i.e., starting late or leaving early). I understand that my representations, acknowledgements and agreements shall apply to my participation in the Event regardless of whether that participation occurs outside of the designated date and time scheduled for the EVENT. I will inform TCNJ REPRESENTATIVE if I am varying my transportation and/or lodging for personal travel before or after my participation in the Event. I will behave responsibly and professionally, follow directions of the employees and agents of TCNJ and engage in the Event in a prudent and cautious manner. I will not consume or be under the influence of any alcoholic beverages or non-therapeutic drugs while participating in the Event. I will not (i) act in any way that shall interfere with the lawful running or operation of the Event or (ii) engage in any type of conduct, which contributes to or causes injury to any person. I will not perform any tasks that I am uncomfortable with or feel unsafe doing.

I am responsible for all of my own loss, liability and expenses, including medical expenses in connection with the Event. I have provided TCNJ's accompanying staff with all necessary medical and health information needed for my safe participation in the Event. I understand that I have the opportunity to inform TCNJ of any disability that I may have and to request a reasonable accommodation that would permit me to perform the essential functions of a participant in the Event. However, I represent that I have no physical, mental, psychological or medical condition that would prohibit me from participating or materially increase the risk to me or others of my participating in the Event. I am responsible for my own personal medical needs, including medical insurance coverage. I have adequate insurance to cover any medical expenses for any injuries that may arise out of the Event. I hereby authorize the employees and agents of TCNJ, at their discretion, to administer to or seek for me first aid and other emergency medical services and transportation for further medical care, but I acknowledge that they may not be present or may not elect or be able or competent to administer or seek such aid or services or transportation.

I will not hold TCNJ, the New Jersey Educational Facilities Authority, the State of New Jersey or any of their respective trustees, directors, officers, employees, agents, students or volunteers (collectively, the "Releasees") responsible for any personal injury (including death) or property damage that I might incur in connection with the Event, even if the negligence of any of the Releasees caused or contributed to such injury or damages. I will not sue or seek damages from any of the Releasees in any form, and I hereby waive and release any and all claims against each of the Releasees for personal injury (including death) or

property damage, arising in any way out of my participation in the Event, even if the negligence of any of the Releasees caused or contributed to such injury or damages and I agree to indemnify, defend and hold each Releasee harmless from any such claims. I recognize that this release means I am giving up, among other things, rights to sue the Releasees for injuries, damages or losses I may incur.

I have read and do understand and agree to be bound by the above statements, which are true and accurate. My participation in the Event and the signing of this Waiver, Release, Indemnity and Promise Not to Sue are completely voluntary.

READ ABOVE CAREFULLY BEFORE SIGNING BELOW.

Participant's Printed Name Participant's Signature Date

If Participant is under the age of 18 years, signature of parent or legal guardian is required.

I hereby voluntarily give permission for the Participant to participate in the Event and agree to be bound by the terms of this Waiver, Release, Indemnity and Promise Not to Sue.

Parent/Legal Guardian's Printed Name Parent/Legal Guardian's Signature Date

