

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

FOR PARTICIPATION IN THE SAINT ANSELM COLLEGE CLASS OF 2019 JUNIOR FORMAL

1. In consideration for receiving permission to participate in the Class of 2019 Junior Formal at the Crowne Plaza Nashua, NH scheduled for Friday, March 23, 2018, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Saint Anselm College, its Board of Trustees, Governing Board, officers, servants, agents, or employees and/or members of The Class of 2019 (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in the Class of 2019 Junior Formal in Nashua, NH, and/or such course activity, while in, on or upon the premises where the activity is being conducted and/or while being transported to and from such activity.
2. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise. This shall include travel incident to participation in such activity.
3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or costs, including court cost and attorneys' fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise. This shall include travel incident to participation in such activity.
4. It is my express intent that this Release, and Hold Harmless Agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New Hampshire.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Additional Terms for Participation in the Class of 2019 Junior Formal:

As per the Dean’s request, students are expected to act in accordance with college policies and maintain their best behavior at this event. Safety is our main concern, and since alcohol will be served at this event we want to make sure everyone acts in a responsible manner.

1. Each student is required to show proper identification in the form of a valid Driver’s License together with College ID to board the bus. Guests are also required to show proper identification to board the bus. Students and their guests will not be permitted to board the bus who attempt to transport alcohol to/from the departing or arriving destination, or who appear visibly intoxicated upon boarding. The decision to disallow a student will be made by the college representatives present at the time of boarding. Additionally, no student will be entitled to a refund due to their removal from the trip.
2. Students will be given a wristband by banquet staff upon entrance to the facility indicating age verification. Any student under the age of 21 is prohibited from drinking alcohol at any time during the event. If any underage student is found in the possession of alcohol, they will be required to leave the event. If said individual requires transportation back to campus, it is at their own expense. No refunds will be issued to students or their guests should this become a necessity. The underage student will then be subject to New Hampshire State Law and the College Judicial System as applicable.

THIS IS A RELEASE! READ BEFORE SIGNING!

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day and month of _____, 2018.

PARTICIPANT:

Print name here	Your signature here
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**** NAME & TELEPHONE OF PERSON TO CONTACT IN AN EMERGENCY ****

Print Name	Telephone
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STUDENTS UNDER 18 YEARS OF AGE

I have read the above Waiver of Liability and Hold Harmless Agreement, and in consideration of the provisions stated above, I, as parent and/or guardian, join in release of the RELEASEES from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child and/or ward, or to any property belonging to them, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the Class of 2019 Junior Formal in Nashua, NH and/or such course activity, while in, on or upon the premises where the activity is being conducted and/or while being transported to and from such activity. This is a release not only of my own rights as parent and/or guardian, but also the rights of my child and/or ward.

Dated at _____, 2018.

Signature of Parent or Guardian