

RELEASE

In consideration of being allowed by Birmingham-Southern College to participate in all or any part of the _____ Term 20____, (hereinafter referred to as the project) whether or not as an enrolled student, the undersigned (hereinafter referred to as the participant) expressly and voluntarily assumes all risks of the project, including but not limited to those outlined below. Further, the participant hereby

1. authorizes Birmingham-Southern College at its discretion without obtaining any further consent to arrange such medical services and treatment as may be deemed necessary for participant at the sole risk and expense of the participant or his or her parents. If deemed necessary or desirable by Birmingham-Southern College, authorization is given to return the participant to Birmingham by commercial airline or other means at his or her own or his or her parents' risk and expense. The participant discloses the following-identified condition(s), allergy(ies) (whether to medication, food, or otherwise), medications or other pertinent medical information to which he or she is subject, for Birmingham-Southern College's use and information: _____

Participant acknowledges that the above information is true, correct and complete as of the date this Release is being signed, and agrees to provide updated information to Birmingham-Southern College, if and as reasonably necessary between the date hereof and the conclusion of the project. To the extent participant is taking any medication(s) at any time during the project, participant acknowledges that he or she is solely responsible for the timely and appropriate administration of all such medication(s).

2. agrees that Birmingham-Southern College is not responsible for the welfare of participant during periods of independent travel or during any absences from supervised activities; accepts all responsibility for participant's own welfare during periods of independent travel or during any absence from supervised activities and agrees that Birmingham-Southern College is not liable for any consequences of participant's actions including injury to persons and property, arising during such periods, and further accepts responsibility for reimbursement either to the injured party or to Birmingham-Southern College should such occasion arise;
3. authorizes Birmingham-Southern College to take whatever action it or its agents may consider to be warranted, under the circumstances, relating to the health and safety of participant, and releases Birmingham-Southern College from responsibility for such decisions made in good faith;
4. accepts full responsibility for participant's own behavior and agrees to observe such standards and rules and instructions as may be set by Birmingham-Southern College. Participant further agrees that if, in the opinion of the project leaders, participant has failed to maintain these standards, or has engaged in conduct incompatible with the interests, harmony, comfort, and welfare of other project members, the project leaders have the right to return the participant to Birmingham at his or her own expense, and agrees that if participation is terminated for this reason, no portion of fees will be refunded;

5. releases Birmingham-Southern College from responsibility for: (i) any act or default committed by it or any arrangers hired by it; (ii) any injury, loss, damage, accident, delay, or expense resulting from the use of any vehicle, strike, war, terrorism, weather, sickness, quarantine, government restriction or regulation; (iii) any act or omission by any steamship, airline, railroad, bus, taxi service, hotel, restaurant, or university; or (iv) any other financial obligation or liability, or damage or injury to participant, or to his or her property; and further expressly accepts and assumes any and all risk of project cancellation, and agrees that Birmingham-Southern College's liability for such action shall be limited to the refund of monies paid;
6. agrees that Birmingham-Southern College has the right to alter arrangements concerning the location and/or content of the program or travel arrangements if it deems such action advisable;
7. assumes the responsibility of discharging all indebtedness or other obligations to Birmingham-Southern College before scheduled date of departure, and understands and agrees that a failure to do so may result in the withholding of credit for the course, and/or payments of administrative fees for the subsequent discharge of his or her obligations;
8. consents to the use of his or her photographs, comments, and photographic likenesses by Birmingham-Southern College for publicity material as Birmingham-Southern College may, in its discretion, deem advisable;
9. assumes any and all other risks arising during the project and releases Birmingham-Southern College from all liability, and covenants not to sue it for any damages or injury to persons or property arising from participation in all or any part of the project;
10. agrees to indemnify and hold harmless Birmingham-Southern College from any and all actions, causes of action, judgments, costs, expenses, claims or demands, of every kind and character (including reasonable attorneys' fees), arising from participation in all or any part of the project;
11. understands and agrees that this Release is binding on the participant and his or her heirs, executors, administrators, and next-of-kin; and
12. acknowledges and agrees: (i) that this Release is to be governed by and interpreted in accordance with the laws of the State of Alabama, U.S.A. (excluding that state's conflicts of laws principles); (ii) that if there should be any dispute concerning the interpretation of this Release, such dispute shall be adjudicated in any appropriate state or federal court situated in Birmingham, Alabama, U.S.A.; (iii) that if any provision of this Release is held to be invalid or unenforceable, the balance hereof shall continue in full force and effect; and (iv) that he or she has read this entire Release and understands its terms; that his or her agreement to the provisions hereof is wholly voluntary; and that prior to signing this Release, he or she had the right and opportunity to consult with any attorney, counselor, or advisor.

Wherever in this document the term Birmingham-Southern College is used, the term shall include all of its trustees, officers, faculty, staff members, employees, and agents. All references to “the parents” of the participant shall include the legal guardians or other adults responsible for the participant.

Dated this _____ day of _____, 20_____.

Participant (please print)

Witness

Participant’s Signature

Project or Course Title

I hereby certify that I am the parent or legal guardian of the above participant and that I have read, understand, and agree to be bound by these conditions.

Parent or Guardian (please print)

Witness

Parent’s Signature

Address _____
