

Print, Sign & Return by 7/31 to:
Karen Hotchkiss,
Off-Campus Studies
Houghton College
Houghton, NY 14744

Houghton College Off-Campus Studies

RISK and LIABILITY, MEDICAL AND PARTICIPATION AGREEMENT

I _____ NAME _____ hereby acknowledge that I am ***not required*** to participate in the **Highlander Wilderness Adventure** off-campus program to which I am applying even if I have been encouraged to do so for my personal or educational benefit. In order to participate in this program that is scheduled to occur during the period of **Saturday, August 13 – Tuesday, August 23, 2022**, I understand if I am under 21 years of age (unless I have been declared as financially independent) my parent or legal guardian must also agree to be bound by each of the following: (The “I” below refers to both student and parent or guardian):

I. Risks and Liability:

1. Risk. I understand that there are certain dangers, hazards, and risks inherent in off-campus studies and the activities included in this program for which Houghton College cannot and does not assume responsibility. Accordingly, I voluntarily assume all risk, known and unknown, in any way connected with my participation in this off-campus program.
2. Identification of Risks. I understand that risks involved in off-campus study include but are not limited to:
-Health: The possibility of illness, injury, permanent disability or death.
-Travel: The possibility of monetary loss or additional expenses due to lost luggage, stolen or damaged property, and unexpected or undesired changes in itinerary. Furthermore, should I become separated from the travel group due to illness, injury or failure to meet a departure schedule I assume all responsibility and costs to rejoin the group.
3. Waiver and Release. I voluntarily acknowledge that I am personally responsible for any liability, injury, loss (physical or monetary) or damage to my person as a result of my participation in the program. Therefore, I waive and release Houghton College, the premises owners, program providers and their directors, officers, sponsors, employees, agents, volunteers, successors, and assigns, if any, from all claims for any liability, injury, loss, or damage in any way connected with my participation in this off-campus study program.
4. Personal Liability. I agree that in the unlikely event that I am involved in any liability, injury, loss or damage to persons or personal property of others, I am solely responsible for such loss. I will have access to the necessary funds or insurance to cover the expenses. I will not hold Houghton College, the premises owners, and their directors, officers, sponsors, employees, agents, volunteers, successors, and assigns responsible for such claims in any way connected with or arising out of my participation in this off-campus program.

II. Medical:

1. Health Forms. I agree to provide to Houghton College the required health forms and will truthfully provide the needed information. Any failure to do so may be cause for my exclusion from the program.
2. Consent to Medical Treatment. I agree that Houghton College or program personnel may provide to me customary medical assistance, transportation, and emergency medical services, through the medical personnel of their choice. I understand and agree that Houghton College assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized medical treatment. I further agree that any expenses resulting from the provision of such medical services are my responsibility.
3. Health Care. I have taken measures to care for any previously known medical needs, recognizing that treatment and/or medications may not be available on site. In addition, I am aware of the need for precautions in the consumption of food and water as well as with regard to personal hygiene.

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| Student's initials | |
| Parent's initials | |

III. Participation Expectations:

1. Behavioral Guidelines. I understand that as a representative of Jesus Christ and of Houghton College my conduct impacts both this learning community and relationships with the host community. I agree to abide by the **Houghton College Community Covenant and Community Responsibilities** (see pp. 7- 12 at <https://www.houghton.edu/wp-content/uploads/2021/03/Student-Guide-2020-21.pdf>) and any additional stated guidelines for the proper and safe operation of the Program. Given the unique nature of this off-campus program, the Director shall be entitled to take prompt unilateral action that could lead to my dismissal from the Program that might otherwise, pursuant to Houghton College policy, require action by committee following a hearing.
2. Program Changes. I understand and agree that Houghton College is not responsible for cancellation or changes in travel and program schedules, or adjustments in announced fees for this program necessitated by any emergency that causes this activity to be cancelled in whole or in part. Any refund due me will be determined by Houghton College at its sole discretion as per standard policies in the Houghton College catalog in effect at the time of this program.
3. Expenses: I recognize that Houghton College and/or the program provider endeavor to adequately estimate the costs of the program which I am responsible to pay prior to departure. However, additional expenses may be incurred due to an emergency, unforeseen events, or personal losses or choices. I agree to have access to additional funds to assure program completion and return home.
4. Confidentiality: I understand that Houghton College will endeavor to maintain reasonable confidentiality pertaining to personal matters while on this program. However I grant permission to Houghton College to use any image or sound recordings of my person taken while participating in this program and any written statements that I may make concerning the program in Campus publications, advertising and promotional materials.
5. Early Termination of Participation. I understand and agree that should I choose to leave the program early, or am required to leave the program early; that all loss and costs thus incurred, including cost of travel, will be at my expense; and that I will not be eligible for any refunds.

I acknowledge that

1. This instrument shall be binding upon my personal representatives, heirs, or assigns.
2. If any single provision of this agreement is determined to be invalid or unenforceable, the remainder of this agreement shall continue to be in effect.
3. Because Houghton College is headquartered in Houghton, NY, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the laws of the State of New York.

I have read this waiver, release of liability, indemnification, and consent. I understand that I have given up substantial rights by signing it, and am signing it voluntarily.

I affirm that on the date I signed this agreement (check one):

____ I am at least 21 years of age

____ I am under 21 (Parental signature *required* if student is under 18, *encouraged* for all students under 21-unless financial independence is proven.)

Printed Name

Student Signature (required)

Date

As parent or legal guardian of the above-named individual, I verify that I fully understand, agree to, and accept all provisions of this document.

Printed Name (parent/guardian)

Signature

Date