

## Encounters at the Crossroads: Art, Music, and Literature of the Mississippi Delta

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, \_\_\_\_\_ ("Participant"), hereby acknowledge that I have voluntarily elected to participate in the following activity/trip "**Encounters at the Crossroads: Art, Music, and Literature of the Mississippi Delta**" module ("Activity"), to be held in and around **Mississippi, Tennessee and Arkansas**, from **May 10th - 24<sup>th</sup>, 2011**. **In consideration for being permitted by Centenary College of Louisiana ("COLLEGE") to participate in the Activity, I hereby acknowledge and agree to the following:**

**ELECTIVE PARTICIPATION:** I acknowledge that my participation is elective and voluntary.

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with COLLEGE policies and procedures, including the policies and procedures which appear in the Student Handbook located online at <http://www.centenary.edu/handbook/>. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that the COLLEGE has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in the COLLEGE's discretion.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Activity, including the dangers, hazards, and risks inherent in the Activity, including but not limited to transportation to and from **Oxford, Taylor, Tutwiler, and Soulsville, Mississippi and Memphis, Tennessee and Helena, Arkansas** via private vehicle, common carrier and/or COLLEGE owned vehicle, participation in **tours, concert events**, overnight accommodations, weather conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and in any independent research or activities I undertake as an adjunct to the Activity. I understand that as a Participant in the Activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only the COLLEGE's actions or inactions, but also the actions, inactions, negligence or fault of others. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility except for those occurrences due to the COLLEGE's negligence or intentional acts.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the COLLEGE, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts.

**ASSUMPTION OF RISK:** I understanding that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of, but not limited to: participation in **tours, concert events**, travel to and from **Oxford, Taylor, Tutwiler, and Soulsville, Mississippi and Memphis, Tennessee and Helena, Arkansas** via private vehicles, common carriers, and/or COLLEGE owned vehicles, weather conditions, overnight accommodations, facility conditions, equipment conditions, first aid operations or procedures of Releasees, and other risk that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR NEGLIGENT ACTS,** and assume full responsibility for my participation in the Program.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR**

**OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS.**

**PERSONAL BELONGINGS:** I understand and acknowledge that COLLEGE is not responsible for the loss of any personal belongings or property that I sustain during my participation in the Program, including but not limited to the loss of credit cards, cash, luggage, and other items.

**PERSONAL MEDICAL INSURANCE.** I agree to purchase and maintain during the term of the Activity personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Activity.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record of history that could be aggravated by my participation in this particular Activity.

**MEDICAL CONSENT:** I understand and agree that Releasees may not have medical personnel available at the location of the Activity. In the event of any medical emergency, I (initial one) **do**\_\_\_\_ **do not**\_\_\_\_ authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the COLLEGE personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Louisiana.

I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby. To the extent any provision contained herein shall be found to be unenforceable, it shall be modified to the least extent necessary in order to render it enforceable/valid. Any dispute arising with regard to the interpretation of, or otherwise relating to, this Agreement shall be submitted to mediation in Shreveport, Louisiana. If such mediation is not successful, such dispute shall then be submitted to binding arbitration (in Shreveport, Louisiana) in accordance with the rules of the American Arbitration Association.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

**Signature of Parent/Guardian for Participants under eighteen (18) years of age:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I join with Participant in granting a release to Releasees as set forth in detail above.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date