UNIVERSITY OF SOUTH CAROLINA ALTERNATIVE BREAK
LEADERSHIP AND SERVICE CENTER
ASSUMPTION OF RISK AND RELEASE FROM LIABILITY AGREEMENT

Please read the information below, complete the required information, and submit:

(1) I, ______________________________ [print name], acknowledge that I have voluntarily applied to the University of South Carolina Alternative Breaks program to participate in volunteer activities at locations in or around ______________________________________________ [insert location of trip].

(2) As with any traveling and/or volunteer activity, there are certain inherent risks. Should I require emergency medical treatment as a result of illness or accident arising during the Alternative Breaks program, I consent to such treatment. I agree to inform the University of South Carolina of any medical conditions (e.g., allergies, asthma, epilepsy, bee sting reactions, etc.) I have of which I am aware that may limit the extent of my physical abilities/participation and about which emergency personnel should be informed. This release is intended to be broad in its effect. I hereby agree to accept and assume any and all risks of injury, illness, or death, and verify this statement by placing my initials here:___________

(3) In consideration of being permitted to participate in the Alternative Breaks program offered by the University of South Carolina, I voluntarily agree to indemnify, release and hold harmless the State of South Carolina, the University and their respective officers, agents, employees and volunteers from any and all costs, liabilities, expenses, claims, compensation, demands, causes of action on account of any loss or personal injury to me that might result from participation in the Alternative Breaks program, whether arising through my own negligence, omission, default or that of the University.

(4) I am aware of all of my personal medical needs, and have arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while participating in the Alternative Breaks Program. I understand and agree that:

a. The University does not have medical personnel available at the location(s) of the Alternative Breaks Program, during transportation, in ______________________________________________ [insert location of trip], or anywhere else in any location to which I may travel while participating in the Alternative Breaks Program.

b. I am not relying on the University of South Carolina, or any University official or employee for my medical needs. I understand and agree that the University is not responsible for attending to any of my medical or medication needs, and I assume all risk and responsibility therefore;

c. If I am required to be hospitalized while participating in this Program, the University does not assume any legal responsibility for payment of any costs associated with such hospitalization;

d. Notwithstanding the above, in any emergency situation, I authorize the Alternative Break USC staff member solely at his or her discretion, to procure all necessary medical assistance and to authorize any competent medical person to do all things reasonably necessary to treat any injury or illness which occurs during my participation in the Program. I agree that neither the University nor the Alternative Break USC staff member is required to provide for or obtain any medical treatment for me.

e. The medical insurance policy which covers me during my participation in this program is

Name:____________________________________

Group Number: _______________________

Member Number: ______________________
(5) I understand that the University does not represent the transportation carriers, hotels and other suppliers of services connected with the program. I further understand and agree that the University, its agents and employees are:

a. not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any transportation carrier or the negligence or default of any company or person engaged in providing or performing any of the services involved in this program; and are

b. not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred as a result.

(6) Conduct and Termination. I agree to abide by all rules, requirements, policies and guidelines of the University, any outside program provider, and any other organization or entity that is conducting activities or providing goods or services in connection with the Program. In particular, I acknowledge that the Alternative Break program is completely drug and alcohol free, and I will not use alcohol or illegal drugs during the program. I further agree to abide by the laws of the local community and to behave in a manner that is appropriate in the local community and reflects well on the University. If I violate any of these laws, rules, requirements, policies, guidelines, or standards of conduct or otherwise behave in a manner that is considered by the University to be detrimental to myself, other participants, the program and/or the University, the University shall have the right to limit or terminate my participation in the program. If my participation is limited or terminated, there will be no refund of any fees and I will be responsible for all expenses incurred as a result of my termination, including the costs of my return home.

(7) I understand and agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina, that this release shall be governed by and interpreted in accordance with the laws of the State of South Carolina, and that any suit arising out of my involvement in activities of the University of South Carolina Alternative Breaks program be brought in the courts of the State of South Carolina. I agree that in the event that any clause, sentence, or provision of this release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions herein which shall continue to be enforceable.

(8) I represent that I am at least 18 years of age, or, if I am not, that I have secured the signature of my parent or guardian in addition to my own.

(9) I have carefully read this assumption of risk and release from liability agreement and I fully understand its contents. I am aware that this is a release of liability and a legal contract between The University of South Carolina and myself and that it affects my legal rights. I am signing this document of my own free will. I acknowledge that I have had the opportunity to review this document.

Signed in_____________________________ , __________ on __________ , __________

city state date year

______________________________________
Signature of Participant

______________________________________
Signature of Parent or Guardian (if Participant is a Minor)

Declaration of Witness: I certify that the person who signed above acknowledged in my presence that s/he had read and fully understood the meaning and consequences of the foregoing assumption of risk and reliability agreement, and signed it in my presence.

______________________________________
Date

______________________________________
Signature of Witness