**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

***Insert Title of Trip***

***Insert Travel Dates***

In consideration for participating in the University at Albany *Insert Title of Trip*, which will take place from *­\_\_\_\_\_\_* to *\_\_\_\_\_\_\_* (hereinafter referred to as the “Event”), I hereby release, waive, discharge and covenant not to pursue damages against any employee, student, volunteer, agent, vendor, or contractors of the University at Albany, State University of New York or its affiliated corporations (hereafter referred to as “Released Parties”) 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, while participating in the Event, or while in, on or upon the premises where the Event or any associated activities are being conducted.

I am fully aware of the risks and hazards associated with the Event and associated activities, including the risk of serious bodily injury or death from the travel required during the Event. I hereby elect to participate as a voluntary participant in the Event. 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 activities at the Event. I further hereby agree to indemnify and hold harmless the Released Parties from any loss, liability, damage or costs, including court costs and attorney's fees, that they may incur due to my participation in the Event.

Further, I agree that at all times during the Event, I will follow all direction and instructions provided by the University at Albany faculty, staff or students who are leading the Event (hereinafter referred to as “Leaders”). I also understand that my failure to follow all directions and instructions of the Leaders or any action or behavior that I undertake that places myself, the other participants in the Event, the Leaders, or the University at Albany at risk, from a physical, liability or reputational perspective may result in the unilateral decision of the Leaders to terminate my participation in the Event which may not be appealed. I further understand that if my participation in the Event is terminated, I will be not be eligible for any refund of costs and payments I have made in order to participate in the Event, that I will be responsible for all costs I may incur to get home from the location of the Event at the time of the termination of my participation in the Event, and I shall have no recourse to the Released Parties or Leaders for costs or damages I may incur as a result of my being terminated from participation in the Event. Finally, I understand that there will be times during the Event where I am not under the direct supervision of the Leaders and I hereby agree to take all responsibility for and indemnify and hold harmless the Released Parties and Leaders for my actions and any injuries or damages I may suffer during the periods of time I am not under the direct supervision of the Leaders.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse 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 pursue damages against the Released Parties. I further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York. In signing this release, I acknowledge and represent that I, or my parent or legal guardian have read and understand it and sign it voluntarily without any inducement; I am either at least eighteen (18) years of age or my parent or guardian will also sign this Agreement and we are both fully competent; and I or my parent or legal guardian execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Participant’s Printed Name Signature Date

Parent or Legal Guardian Printed Name Signature Date

(If Participant under eighteen (18) years of age)