**University Honors Program**

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**Name: Student ID: M Date**

**Statement of Responsibility and Authorization to Participate in the University of Cincinnati – University Honors Program**

**Sticky Innovation**

I have agreed to participate in Sticky Innovation

(hereinafter “the Program”) at Greenacres Equine Area (location) from Sept 10, 2019 (starting date) through Sept 10, 2019 (ending date). I understand and acknowledge that my participation in the Program is wholly voluntary. The University of Cincinnati (hereinafter “University”) has agreed to allow me to participate in the Program and I, in turn, agree to the following:

**1) UNDERSTANDING AND ASSUMING RISKS WHEN TRAVELLING**

a) I understand and acknowledge that staying and traveling to and within, and returning from a location other than the University involves risks, dangers, and hazards not generally found at the University, including but not limited to bus travel and all independent travel decisions to and from the Program, which could result in damage to property, injury to persons, or death.

b) I understand that the general condition and standards of living arrangements may be below that which I have experienced. Further, I understand that as a result of traveling to and from a camp, I may experience difficulties associated with a rural setting, such as insects and weather (such as heat, excessive sun light, and rain).

d) I understand and acknowledge that the University does not represent nor act as an agent for, and cannot control the acts or omissions of, host institution, its staff, transportation carrier or other provider of goods or services related to the Program.

e) I understand and acknowledge that the **UNIVERSITY IS NEITHER RESPONSIBLE NOR ACCEPTS LIABLITY** for matters that are beyond its control. Accordingly, I understand, agree, and acknowledge that the University is not responsible or liable, in whole or in part, for those matters, outside of its control, including but not limited to war, quarantine, civil unrest, criminal activity, public health risks, terrorism, weather, strikes, acts of God, bankruptcies of service and transportation providers, mechanical defects, and cessation of operations, which results in (1) sickness, disease, injuries (including death), accident; (2) losses, damages, expense, or damage to and lost property; (3) dishonors of vehicle rental reservations; (4) any delays or missed transportation connections; and (5) any other expense arising out of such matters.

**2) HEALTH AND SAFETY**

a) I represent and warrant that I am and will be covered throughout the Program by a policy of comprehensive health and accident insurance, which provides insurance for injuries and illnesses I may sustain or experience in my travels, and, more specifically, in the state of Ohio while on the Program. I will provide evidence of such insurance coverage prior to departure. The University reserves the right to deny participation in the Program should there be no documentation of appropriate health insurance.

b) I agree to complete accurately and fully any required predeparture health and emergency contact forms, to advise and make known to the University of any health issue that may pose a significant health risk or difficulty to the Program, its participants, host institution or myself, and to exercise reasonable precautions while traveling with respect to food, drink, personal hygiene, personal conduct, and exposure to known disease risk factors. I agree to report to the University Honors Program any physical or mental condition I have, which may require special medical attention or accommodation during the Program as early as possible, but no later than thirty (30) days prior to the Program.

c) I understand and acknowledge that the University is not obligated to attend to any of my medical or medication needs, and I assume and accept all such risks and responsibility. The University, however, may take any actions it considers to be warranted under the circumstances regarding my health and safety. In the event of any medical emergency for which the University has knowledge, wherein I am physically or mentally incapable of consenting to medical attention, I give to the University, or any of its representatives, the full authority to take any action deemed necessary to protect my mental or physical health and safety, at my own expense, including but not

limited to, placing me under the care of a doctor or in a hospital or any place for medical examination and/or treatment or returning me to the University, if such return is deemed necessary after consultation with medical authorities. Should the need arise, the University is authorized to provide any personal and medical information of me to any health care provider. In the event I am returned to the University, the University is obligated to refund only uncommitted monies paid to the Program. I understand that all the funds may have been committed and that I may be ineligible to receive any refund. I agree to pay all expenses related to medical care and release and discharge the University and its representatives from any liability for any such actions, including the cost and quality of such medical treatment and care.

d) I understand that I will be staying in close quarters, including the sharing of my very small room and bathroom with other individuals. I also understand that no special arrangements will be made for food onsite (other than those reported for medical reasons or other dietary restrictions by the stated deadline) and that I will have little or no opportunity to purchase food on my own. Furthermore, I understand that the food that will be provided will be camp food provided by host institution with which I may not be familiar, and that it is not possible to guarantee that the food will be free of any ingredients that I may have an allergic reaction to. I will be solely responsible for food-related risks.

e) I assume all risks inherent to travel to rural settings and outdoor activities which could result in slips, falls, and/or accidents, animal or insect bites or attacks, exposure and/or other related hazards which may cause illness, disease, injury, or harm, up to and including severe and/or permanent injury or death. I acknowledge that I have received information concerning health risks.

**3) CHANGES TO PROGRAM AND RESPONSIBILITY**

a) I understand and acknowledge that so long as any such modification contains reasonably comparable substitution, the University reserves the right to make changes to the Program (including transportation and accommodation substitutions; alterations in the proposed itinerary; and reasonable and comparable activities) at any time and for any reason. The University is not responsible for the cost of changes that arise as a result of an emergency or that are outside its control. The University reserves the right to substitute hotels, housing, or other accommodations of a similar category at any time. Specific room and housing assignments are within the sole discretion of the University.

b) The University reserves the right to cancel the Program or any aspect thereof prior to departure; and, in the University’s sole discretion to cancel the Program or any aspect thereof after departure, requiring that all participants return to the University if it is determined or believed that any person is or will be in danger if the Program or any aspect thereof is continued. If the Program is changed or cancelled, the only responsibility of the University is to refund to me all uncommitted monies I have paid to the Program. I

understand that all the funds may have been committed and that I may be ineligible to receive any refund.

**4) INDEPENDENT ACTIVITY**

a) I understand that neither the University nor its representatives will be supervising me at all times. I will have the opportunity and the right to undertake independent activities periodically, subject to the requirements for participation in the Program. I understand and acknowledge that if I participate in any activity that is not a planned part of the Program, I may face additional and/or increased risk of injury or death and that I am solely responsible for my own safety.

b) I understand and acknowledge that should I decide to leave the Program before its completion, the University will cease to act as a sponsor and I assume all such risks and liabilities associated in traveling and living independently from the University and its Program.

**5) STANDARD OF CONDUCT**

a) I understand that the University’s policies on Alcohol, Drug Use, Sexual Harassment, and the Student Code of Conduct apply while I participate in the Program. I agree to abide by these policies. I understand that misconduct can lead to removal from the Program and may, in addition, result in a decision by the University to impose further sanctions under its policies and rules.

b) I understand that host institution has its own standards of acceptable conduct, including, drug and alcohol use as well as behavior. I recognize that behavior, which violates these standards, including but not limited to destruction of property of others, alcohol or substance abuse, the use of or threats of physical violence, and openly abusing the host institution facilities, could harm the University’s relations with this organization, as well as my own health and safety. I will become informed of, and will abide by, all such standards, including reading all materials the Program provides. I will attend to any legal problems I encounter during my participation in the Program. Further, I will reimburse the University for any and all expenses incurred or caused by me, including but not limited to expenses arising out of vandalism, damage to property, or theft. The University is not responsible for providing any assistance under such circumstances.

c) I understand that the Program Director, or someone he or she appoints, will be the sole judge of whether my conduct is detrimental to the best interests of the Program, myself or others in the Program, or conflicts with the standards of the host institution. Should such misconduct occur, the Program Director or someone he or she appoints, at his or her discretion may terminate my participation in the Program. I understand that should my participation in the Program be terminated, I will receive no refund or portion thereof of any fees, unless otherwise deemed appropriate by the University; I am required to leave the Program immediately; and I am solely responsible for arranging and paying for my own transportation back to the University.

**6) REPRODUCTION OF RECORDS**

I grant permission for the University and the Program to reproduce and use for educational, publicity and/or orientation purposes, without compensation, all photographs, videos, movies, or sound recordings taken of me during the time I participate in the Program.

**Statement of Responsibility and Authorization to Participate in the University of Cincinnati University Honors Program (Sticky Innovation)**

In signing this **Statement of Responsibility and Authorization to Participate**, I acknowledge that I have read this entire Agreement, that I understand its terms, that I have had the time and opportunity to read and ask questions regarding the Agreement. Also, I confirm that I am at least eighteen years of age and that I have signed the Agreement knowingly and voluntarily, and that by signing it, I understand that I am giving up substantial legal rights I might otherwise have. Further, I understand that I may withdraw from the Program at any time before departure and shall be reimbursed all uncommitted monies.

Name of Program

Participant’s Name (printed)

Date

Participant’s Name (signature)

Date

Parent/Guardian’s Name (if under 18) (printed)

Date

Parent/Guardian’s Name (if under 18) (signature)

Date

**University of Cincinnati, University Honors Program**

**Assumption of Risk, Waiver and Release of Liability, and Indemnification**

I have agreed to participate in Sticky Innovation (hereinafter “the Program”) at Greenacres Equine Area (location) from September 10, 2019 (starting date) through September 10, 2019 (ending date). I understand and acknowledge that my participation in the Program is wholly voluntary. The University of Cincinnati (hereinafter “University”) has agreed to allow me to participate in the Program and I, in turn, agree to the following:

(1) **Assumption of Risk and Release of Claims.** Knowing the risks, dangers, and hazards described to me by the University of Cincinnati, and in particular those described in the **“Statement of Responsibility and Authorization to Participate in the University of Cincinnati’s University Honors Program Annual Welcome Retreat,”** I agree, individually, and on behalf of my heirs, successors, assigns and personal representatives, to **assume and accept all the risks, dangers, hazards, and responsibilities** resulting in or arising from my participation in the Program. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, **hereby release and forever discharge** the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses, harms, or injuries (including suffering and death) that I may sustain to my person or property or both, whether caused by the negligence or carelessness on the part of the University, its employees, agents, officers, trustees or representatives, including but not limited to any claims, demands, actions, causes of action, judgments, damages, costs, and expenses of any nature whatsoever, including attorneys fees, which arise out of, result from, occur during or are connected in any manner to my participation in the Program (including periods in transit to and from the location where the Program is being conducted), any related or independent travel, or any activities (including staying in cabins and activities led by other students).

(2) **Indemnification and Hold Harmless.** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, **hereby agree to indemnify, defend and hold harmless** the University and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, losses, damages or expenses, including attorney’s fees, which arise out of, occur during, or are in any way connected with my participation in the Program, any related or independent travel, or any activities (including staying in cabins and activities led by other students).

(3) I agree that this **Waiver and Release of Liability, and Indemnification Agreement** is to be construed and governed under the laws of the State of Ohio, U.S.A.; and that if any portion is held invalid, the balance hereof shall continue in full legal force and effect. In signing this Agreement, I acknowledge that I have read this entire Agreement, that I understand its terms, that I have had the time and opportunity to read and ask questions regarding the Agreement, and that I have signed it knowingly and voluntarily.

Name of Program

Participant’s Name (printed)

Date

Participant’s Name (signature)

Date

Parent/Guardian’s Name (if under 18) (printed)

Date

Parent/Guardian’s Name (if under 18) (signature)

Date