

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

In consideration of and as a condition of Vermont Law School (“VLS”) approving my participation in _____ (the “Field Study”), **I hereby acknowledge and agree as follows:**

Acknowledgement and Assumption of Risks

I understand and acknowledge that the Field Study involves risks that may not be present when I am studying at the VLS campus in South Royalton, Vermont. I understand that the type of outdoor activities that are undertaken are a necessary part of the Field Study and can be physically challenging. These may include but are not limited to the following activities: hiking, backpacking, camping, mountaineering, swimming, climbing, strenuous physical activity, travel in remote locations, travel in urban areas, and travel in passenger vans. I understand that medical care and/or evacuation may be unavailable for extended periods of time in the event I am injured or become ill. The activities undertaken in conjunction with the Field Study have an inherent degree of risk and danger in them. These activities are conducted outside, which provides additional dangers and risks, including but not limited to inclement weather, forest fires, lightning, extreme temperatures, and natural hazards including but not limited to loose rock, cold water, rapid water, waterfalls, wild animals, biting insects, and rough mountainous terrain. I understand and acknowledge that no one can guarantee my safety, and that I am solely responsible for assessing my own ability to participate safely in the Field Study. I understand and acknowledge that some risks inherent to the activities undertaken while participating in the Field Study may not be known or knowable in advance.

I agree to assume all of the risks associated with the Field Study and hereby consent to my participation in such activities, including but not limited to those described above. In addition to acknowledging the activities, risks, and dangers described herein, I hereby represent and agree that I have made my own inquiries and investigations into such activities, risks, and dangers and am willing to accept them as a condition of my participation in the Field Study. I enter into this Agreement with knowledge and understanding of the activities undertaken during the Field Study. I understand and acknowledge that my participation in the Field Study is entirely voluntary.

I understand and acknowledge that I am required to have medical insurance coverage for the duration of my participation in the Field Study, and I agree to comply with this requirement. I further agree to indemnify VLS if I fail to do so.

I certify that I am in good physical condition for this course. I know of no disabilities, allergies, diseases, physical conditions or ailments, or any other physical or mental condition, that will hinder my ability to participate in the Field Study, or I certify that I have obtained reasonable accommodation from VLS in accordance with its Disability Policy and Procedures to participate safely and effectively. I agree that I will advise VLS of any change in condition that could impact my ability to participate or participate safely in the Field Study.

Acknowledgement of Terms and Conditions of Participation

I understand and agree that the terms and provisions of the VLS Student Handbook, including but not limited to the Code of Conduct and the Sexual Misconduct, Domestic Violence, Dating Violence and Stalking Policy, are fully applicable during my participation in the Field Study, and I may be subject to the VLS disciplinary process(es) for any violation of those provisions and policies during the time I am participating in or associated with the Field Study, to the same extent I would be at other times while enrolled as a VLS student. I represent and acknowledge that I have read and understood the VLS Student Handbook and agree to be bound by it.

Release

Having examined and understood the above, I (for myself and my heirs, executors, estate, next of kin, administrators, and assigns) hereby release, discharge, and waive any and all rights or claims of any description for personal injury, disability, illness, death, damage, emotional harm, mental anguish, mental trauma, pain and suffering, loss of or damage to property, medical expenses, educational expenses, loss of earnings, loss of earning capacity, loss of enjoyment of life, attorney's fees, and consequential damages of any kind, in connection with any aspect of the Field Study, due to any cause whatsoever (including but not limited to the risks described above, which I hereby accept), that I may have or which may hereafter accrue to me or on my behalf against Vermont Law School, its past, present, or future trustees, officers, insurers, employees, contractors, or agents, and the employees, agents, or insurers of each of them.

I also understand and agree that this Agreement is intended to be as broad as is permitted by the laws of Vermont, and that if any portion of this Agreement is held invalid, void, or unenforceable, the remainder shall nonetheless continue in full legal force and effect.

I represent and acknowledge that I am at least eighteen (18) years of age, have read and understand the terms of this Agreement and intend to be legally bound by them, and have had the opportunity to seek legal advice before I sign. I sign this Agreement knowingly and voluntarily, of my own free will. I have not relied upon the advice or representations of any of VLS trustee, officer, insurer, employee, contractor, or agent in executing this Agreement.

I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME AND MY HEIRS, EXECUTORS, ESTATE NEXT OF KIN, ADMINISTRATORS, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF VERMONT LAW SCHOOL AND ITS SUCCESSORS AND ASSIGNS.

Participant signature

Date

Print name

Emergency contact person and phone:
