



THE CATHOLIC UNIVERSITY OF AMERICA

Office of the General Counsel

Washington, DC 20064

202-319-5142

Fax 202-319-4420

MEMORANDUM

To: Office of the Dean of Students
From: Office of General Counsel
Re: Assumption of Risk, Indemnification, and Release Forms
Date: May 11, 2015

This memo will provide guidance on the appropriate use of “Assumption of Risk, Indemnification, and Release” (“form(s)”) at the University. If ever in doubt, please contact the Office of General Counsel at 202-319-5142 for guidance.

When are Assumption of Risk and Release Forms Necessary?

For Students

Mandatory Trip: Students attending a trip that is a required part of their class or education do not need to complete a form, unless the students will have an abundance of free (unsupervised) time or there is a “high-risk” activity involved. “High-risk” could mean anything from the trip activity, such as a science competition involving rockets or explosives, to the means of transportation, such as a long distance drive.

Voluntary Trip: Students attending a voluntary trip, either through a class or extracurricular organization, must complete a form.

For-Credit Internships: Students do not need to complete a form while participating in a for-credit internship.

For Non-Affiliated Groups and Individuals

With Signed Contract: If a group has signed a contract with the University, most likely through CPM, then individual members of the group do not need to complete a form before participating in a University activity or participating in a third-party activity on the University’s campus.

If there is no contract in place, then individuals not affiliated with the University must complete a form before participating in a University activity or a third party activity

How to Complete the Forms

The form is divided into three sections, the Assumption of Risk, the Release and Indemnity, and the Medical Warning and Consent. Individuals completing the form must initial each section to try to encourage people to read and understand the forms. The form is not valid unless it has the three initials and signature on the bottom.

As you will see in the below examples, there are a few places to customize the forms in a yellow highlight. As each activity has different risks, the University wants to make students aware of those particular risks before agreeing to assume them. This section does not have to be long or detailed. Past examples include: using in a commercial vehicle, driving on public streets, activity in an urban area, the race begins before sunrise, or the activity involves potentially dangerous materials.

If the participant is less than eighteen (18) years of age, a parent or guardian must co-sign the form.

Storage of the Forms

As a claim could arise years after a particular event or activity, please make sure you have a process to save the forms. Scanning and saving the PDF is acceptable, as long as the forms are easily retrievable.

A Note about Virginia

In the state of Virginia, pre-injury releases are prohibited by public policy and void. Releases should still be obtained, consistent with the guidance above, regardless of the state involved.

Virginia's law, however, is an important consideration when sending students to or through Virginia. In these situations, please consult Louis Alar in the Environmental Health and Safety office for a risk assessment.

Examples

The Office of General Counsel is more than willing to assist in the creation or customization of any future forms. As examples, we have attached the following: 1. Form for CUA Students; 2. Form for Non-CUA Groups and Individuals; 3. Photographic Release (to be used if a University group wants to take and post pictures). Depending on the activity, some of the language in the examples may be inapplicable, so it is important to review carefully.

cc: Louis Alar, Director, Environmental Health and Safety

**ASSUMPTION OF RISK, INDEMNIFICATION, AND RELEASE OF LIABILITY
FOR [EVENT]**

Name _____

Email Address _____

Phone Number _____

I, _____, will be leaving the University's campus to travel to [PLACE] on [DATE] to participate in [DESCRIPTION OF EVENT] and other related activities ("Activity"). In consideration for participation in the Activity, I agree to the following:

ASSUMPTION OF RISK: I understand that there are risks associated with leaving the University campus, vehicular travel, and [add other applicable risks]. I am aware that this Activity is inherently dangerous and that risks include, but are not limited to suffering minor, serious, and catastrophic physical and emotional injuries. I also understand that I may be unsupervised while participating in the Activity and there may be hazards that are unknown and/or unseen.

I understand that there are risks associated with my participation in and travel to the Activity and I voluntarily assume such risks. (Please initial: ____)

RELEASE AND INDEMNITY: I agree to release, defend, indemnify, and hold harmless the University, from any claims or liability for injury or damages (including loss or damage to property) arising from or attributable to my participation in and travel to the Activity, including any activities I may engage in during my free time, unless it is due to negligence on the part of the University. (Please initial: ____)

MEDICAL ACKNOWLEDGEMENT AND CONSENT: I have recently had a medical examination and I have no physical condition that would interfere with my ability to participate in this Activity or would endanger my health. I consent to emergency medical treatment if it is determined to be necessary by the University, in its sole discretion. And in the event of a medical emergency, I also consent to the University contacting my emergency contact. I understand that I am responsible for my own medical expenses. (Please initial: ____)

I understand that any violation of University rules may result in University discipline and/or termination of my attendance in the Activity and I agree to abide by all University policies and procedures. I agree that the Activity is voluntary and that there is no University requirement, class credit or otherwise, to participate. I also agree to abide by directives and precautions given by Activity leaders. I understand that I may be traveling in a commercial vehicle.

I have read and understood the above provisions and voluntarily agree to be bound by them.

Signature

Date

Parent of Legal Guardian Signature (if under 18)

Date

EMERGENCY CONTACT INFORMATION

NAME _____

ADDRESS _____

PHONE NUMBER _____

EMAIL ADDRESS _____

NOTE: IF YOU CURRENTLY HAVE A CONDITION (I.E. MEDICAL, DISABILITY OR OTHER ISSUES) THAT WILL REQUIRE ACCOMMODATION IN ORDER TO PARTICIPATE, PLEASE CONTACT **DISABILITY SUPPORT SERVICES**.

**ASSUMPTION OF RISK, INDEMNIFICATION, AND RELEASE OF LIABILITY
FOR [EVENT]**

Name _____

Email Address _____

Phone Number _____

I, _____, will be participating in [EVENT] (“Activity”) on [DATE] at the Catholic University of America. In consideration for participation in the Activity, I agree to the following:

ASSUMPTION OF RISK: I understand that [specific risks for this activity]. I am aware that risks include, but are not limited to, suffering minor, serious, or catastrophic physical and emotional injuries. I also understand that I may be unsupervised while participating in the Activity and there may be hazards that are unknown and/or unseen.

I understand that there are risks associated with my participation in the Activity and I voluntarily assume such risks. (Please initial: ____)

RELEASE AND INDEMNITY: I agree to release, defend, indemnify, and hold harmless the University, its agents, employees, officers, and trustees from any and all claims or liability for injury or damages (including loss or damage to property) arising from or attributable to my participation in and travel to/from the Activity, unless it is due to willful fault or gross negligence on the part of the University. (Please initial: ____)

MEDICAL ACKNOWLEDGEMENT AND CONSENT: I have no physical condition that would interfere with my ability to participate in this Activity or would endanger my health. I consent to emergency medical treatment if it is determined to be necessary by an Activity leader or University official. And in the event of a medical emergency, I also consent to contacting my emergency contact. I understand that I am responsible for my own medical expenses. (Please initial: ____)

I understand that the Activity is voluntary and that there is no requirement to participate. I also agree to abide by directives and precautions given by Activity leaders or University officials.

I have read and understood the above provisions and voluntarily agree to be bound by them.

Signature

Date

Parent of Legal Guardian Signature (if under 18)

Date

PHOTOGRAPHIC CONSENT AND RELEASE FORM

I hereby authorize The Catholic University of America and those acting pursuant to its authority (“University”) to:

- (a) Record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium; and
- (b) Use my name in connection with these recordings; and
- (c) Use, reproduce, exhibit or distribute in any medium (e.g., print publications, video tapes, , digital,) these recordings for any purpose that the University deems appropriate, including promotional or advertising efforts.

I release the University from liability for any violation of any personal or proprietary right I may have in connection with such use. I understand that all such recordings, in whatever medium, shall remain the property of the University. I have read and fully understand the terms of this release.

Name: _____

Address: _____
Street

City	State	Zip
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Phone: _____

Signature: _____ Date: _____