**DOMESTIC TRAVEL TERMS, WAIVER AND RELEASE**

By signing below, I understand that as a participant in this Spring Break 2018 Program NYIT (“the Program”), I will be representing myself and NYIT.

As a participant in this Program, I further agree to abide by the expectations outlined in all program materials provided to me by NYIT.

I agree to attend all required pre-departure orientation sessions, post trip reflection sessions, and community events upon my return to NYIT. I will complete all assignments provided to me at these sessions and complete all required evaluations in a timely manner.

In the event of injury or illness, I wish to be seen by licensed medical staff and accept that my emergency contacts will be notified as soon as reasonably possible by NYIT staff. I authorize the group leaders and their agents to arrange for urgent or emergency treatment considered necessary by a medical authority at the nearest appropriate medical facility.

I fully understand that even after reasonable precautions have been taken, some activities such as, travel, community service, etc. may involve hazards for which NYIT cannot be held responsible.

I agree to indemnify and hold harmless New York Institute of Technology (NYIT) and its agents/representatives harmless from any and all claims which may be brought against them by me or on my behalf, for any injuries or death resulting from my participation in the Program.

**FINANCES****:** I understand that I am responsible for funding my participation in this trip through personal contribution. I also understand that any payments made after the first deposit are non-refundable. Refunds of the first deposit will be made on a case by case basis at the discretion of the <Insert School Program>.

**I agree that AT ALL TIMES during Program activities, I will abide by the following expectations and rules:**1. Controlled substances—All alcohol (in accordance with U.S. laws), and illegal drugs are prohibited on the trip.
2. Rights of others—Participants must respect the rights and personal property of other people at all times.
3. Group participation—It is expected that anyone applying as a group member will travel with the group the entire trip. Attendance at all meetings & trainings is mandatory. It is expected that the participant will fully, show a willingness to learn and cooperate with the group leader(s) and group members to ensure the best experience possible for all participants.
4. Program rules—Participants must agree to follow all of the rules of conduct set forth by NYIT’s Code of Conduct and those articulated in the participant handbook to ensure a quality and safe experience for all participants. This includes prohibiting sexual activity, vandalism, drinking, substance abuse, or risky behavior of any kind.
5. Cultural ambassadors—Participants should be exceptional ambassadors for their families and the New York Institute of Technology.
6. Participants are expected to abide by the laws governing the state(s) where the program will be conducted and the United States of America.

7. Respecting other cultures—Participants will show respect, at all times, to their hosts, their host culture, and to all program participants.
8. Emergency Contact—Parent(s)/Guardian(s) and their emergency contacts are required to be accessible and responsive to the efforts to contact them by NYIT staff.

**HEALTH FORMS, INSURANCE, & VACCINATIONS**

 All applicants must provide current health records from a certified medical provider. An examination form may be provided by our office or an examination form may be provided to us directly from your medical provider. Exams must occur within 6 months of travel.

In addition, all NYIT students are either covered by Aetna Basic Sickness Medical Expense Benefit and Supplemental Accident and Sickness Medical Expense Benefits through Aetna Student Health, or have officially waived the requirement. A copy of the AETNA Health brochure which outlines coverage can be found at <https://www.aetnastudenthealth.com/>. Specific questions may be forwarded to Counseling & Wellness, Phone: 516.686.7683, Student Activities Center, Room: 307, Old Westbury.

**WAIVER AND RELEASE AGREEMENT**

I am a student at New York Institute of Technology and have agreed to participate in the Program. The trip will take place during Spring Break in March 2018. In consideration for being permitted to participate in the **Program, I hereby agree and represent that:**

1. **Risks**

A. I understand that participation in the Program involves risks not found in study at NYIT. These include risks involved in traveling; different standards of design, safety and maintenance of buildings, public places and conveyances and local medical and weather conditions.

B. Knowing these risks and in consideration of being permitted to participate in the Program, I agree, on behalf of my family, heirs and personal representatives, to assume all the risks and responsibilities surrounding by participation in the Program. I understand that, although NYIT has made every reasonable effort to assure my safety while participating in the Program, there are unavoidable risks in travel, and I hereby release and promise not to sue NYIT, and the officers, trustees employees or agents of NYIT, for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Program, except for such damages or injury as may be caused by the gross negligence or willful misconduct of the officers, trustees, employees, or agents of NYIT.

2. **Institutional Arrangements**
A. I understand that NYIT does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Program. I understand that NYIT is not responsible for matters that are beyond its control. I hereby release NYIT from any injury, loss, damage, accident, delay or expense arising out of, relating to, or pertaining to such matters.

B. I understand that, although NYIT will attempt to maintain the Program as described in its publications and brochures, it reserves the right to change the Program, including the itinerary, travel arrangements and accommodations, at any time for any reason, with or without notice, and that NYIT nor the officers, trustees, employees or agents of NYIT, shall be responsible or liable for any expenses or losses that I may sustain because of these changes.

C. I understand that NYIT is not in any way responsible for my well-being with respect to any travel to destinations beyond those specifically required under that Program that I may choose to undertake before, during, or after the Program.

D. I understand that all participation is voluntary and is not-compensable. This includes program participation before, during and after the program. This may include submission of research materials, event planning and participation in marketing initiatives in support of the Program.

3. **Health and Safety**
A. I have consulted with a medical doctor with regard to my personal medical needs. There are no health – related reasons or problems which preclude or restrict my participation in the Program.

B. I have or will secure health insurance to provide adequate coverage for any injuries or illness that I may sustain or experience while participating in the Program. By my signature below I certify that I have confirmed that my health care coverage will adequately cover me while participating in the Program, and hereby release NYIT, and the officers, trustees, employees or agents of NYIT, from any responsibility or liability for expenses incurred by me for injuries or illnesses (including death) occurring during and/or arising from the Program, that I may incur because of those injuries or illnesses.

C. NYIT may, but is not obligated to, take any actions regarding my health and safety that it considers to be warranted under the circumstances. I agree to pay all the expenses relating thereto and release NYIT from any liability for any such actions.

4. **Standards of Conduct**
A. I understand that each state has its own laws and standards of acceptable conduct. I recognize that behavior that violates those laws or standards could harm NYIT’s relations with those states and the institutions therein, as well as any own health and safety. I will become informed of, and will abide by, all such laws and standards for each state to or through which I will travel during the Program.

B. I also will comply with NYIT’s rules, standards and instructions for student behavior, including but not limited to NYIT’s Code of Conduct. I waive and release all claims against NYIT that arise at a time when I am not under the direct supervision of NYIT or that are caused by my failure to remain under such supervision or to comply with such rules, standards and instructions.

C. I agree that NYIT has the right to enforce the standards and conduct described herein, in its sole judgment, and that it may impose restrictions, up to and including removal and termination from the Program, for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of NYIT, the Program or other participants. I agree that, due to the circumstances of travel programs, procedures for notice, hearing and appeal applicable to student conduct proceedings at NYIT may not apply while I am participating in the Program out of state. If I am terminated from the Program for any reason, I consent to going home at my own expense with no refund of fees.

D. I will attend to any legal problems I encounter with any local police or government. NYIT is not responsible for providing any assistance under such circumstances.

5. **Miscellaneous Legal Provisions**
A. I agree that, should any provision or aspect of this Release be found to be unenforceable that all remaining provisions of the Release will remain in full force and effect.

B. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this Release; I have the rights to consult with the adviser, counselor, or attorney of my choice.

C. This Release represents my complete understanding with NYIT and NYIT concerning its responsibility and liability for my participation in the Program. It supersedes any previous or contemporaneous understanding I may have had with NYIT or NYIT on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

D. I represent that I am at least eighteen years of age.

**I agree that I have read this DOMESTIC TRAVEL TERMS, WAIVER AND RELEASE carefully and I understand and agree to all terms.**

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Signature Date

Print Name

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| Date of Birth:  |
| Local Address: |
| City State Zip: |
| Telephone # with Area Code: |

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| Name of Emergency Contact Relationship: |
| Emergency Contact:  |
| Address:  |
| City State Zip:  |
| Telephone # with Area Code:  |
| Medical Conditions of which the event planners should be aware:  |
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Revised 10.16.18