Instructions for Completing Full Release & Promise Not to Sue Swarthmore College and Its Representatives for Negligence (For Internal Use Only)

1. College scheduling representatives must make sure the Sponsoring Organization completes the top portion of this document. The Sponsoring Organization then gets each participant (or parent/guardian) to complete the remainder.

2. “Description of Activity”: Insert a description of the Activity and includes anything particularly risky, such as, “Swarthmore College volleyball student athletes & coaches will supervise children grades K–6 and engage them in sports & games, along with arts & crafts – there will be a variety of physical and non-physical activities for participants. For ease and their own safety, participants must bring play clothes and sneakers.”

3. “Dates”: Enter both start/end dates and times

4. “Locations”: Enter all locations that will be used during the Activity

5. “Sponsoring Organization(s)”: If this is a Swarthmore College sponsored activity. Enter the responsible department and/or campus group

6. “Notices” – Do not change/alter this language without General Counsel Office approval

   Note: The following clause can be removed if the child is being left in the care, control, or guidance of a Swarthmore College employee, student, or volunteer (i.e., Program/Activity staff). Of course the Activity staffers need to comply with background screening requirements. “At no time will a Swarthmore College employee, student or volunteer have direct care, control and guidance of a participant-child. I acknowledge that I must accompany and be responsible for my child at all times during the Activity”

9. “Release, General Terms and Acknowledgement” – Enter any additional known or special risks not listed. Do not change/alter the remaining language without General Counsel Office approval.

10. Aim to give notice of this form in advance of the Activity. This will ensure that you have allowed the signor ample time to review the release and to understand that they are relinquishing their right to sue.

11. Never share this document in Microsoft Word format with outside (non-Swarthmore College) Sponsoring Organizations or participants. If you need to send it electronically to outside Sponsoring Organizations or participants, please create a pdf to prevent alterations to any of the text on the form.
PLEASE READ CAREFULLY! This form must be completed BEFORE participation in the Activity will be allowed. All persons completing this document MUST be at least 18 years of age.

Name and Description of “Activity”: SUMMER OPPORTUNITY AWARD – SUMMER 2020
Start/End Date(s): Start/End Time: SUMMER 2020
Location(s): AS STATED IN MY SUMMER OPPORTUNITY APPLICATION AND/OR AWARD DOCUMENTATION
Sponsoring Organization(s): PROVOST’S OFFICE/ACADEMIC DIVISION FUNDING
S.O. Contact Name: # DEBORAH THOMPSON – 610-957-6337

Releasing Participant or Parent/Guardian:
(If participant is a minor, then form must be completed by a parent/guardian.)

Participant-child(ren):
(Enter names of any participant-children under 18 years old)

Notices:
☐ Participation in this Activity is completely voluntary.
☐ In the event of a medical emergency, emergency response personnel will be contacted.
☐ Because of insurance limitations, Swarthmore College independent contractors, employees (staff, supervisors, student workers) and volunteers shall not, under any circumstances, store, dispense or administer any form of medication to participants of the Activity. This requirement cannot be waived under any circumstances.
☐ Swarthmore College does not carry medical insurance for injuries sustained by participants of the Activity. The absence of health insurance coverage does not make Swarthmore College responsible for payment of any medical expenses for a participant.

RELEASE: In return for Swarthmore College allowing me and/or my child(ren) to voluntarily participate in the Activity, I agree and promise, for myself and my representatives, not to sue Swarthmore College and its representatives, including its agents, board of managers and officers, insurers, attorneys, employees, students and volunteers, for any and all liability, claims, demands, and/or causes of action whatsoever, whether known now or in the future, arising out of my own or my child(ren)’s participation in this Activity and related activities – whether such claims, demands, and/or causes of action result from the negligent act(s) or omission(s) of Swarthmore College.

I further agree and acknowledge that I understand, assume and accept all possible risks arising out of, associated with, or relating to my participating in the Activity and related activities, even though such risks may have been caused by the negligence of Swarthmore College or its representatives. These risks may include, but are not limited to, property damage, economic loss, mental and emotional anguish, physical injury (including bodily injury and death), and may result in/from and include, but are not limited to, broken bones and tissue damage, physical contact/conflict with others, outdoor exposure/effects of weather conditions, traveling to/from/around the Activity location, food consumption, as well as:

I also agree to be solely responsible for any injury, loss, or damage, which I and/or my children might sustain while participating in the Activity, even though such injury, loss, or damage may have been caused by the negligence of Swarthmore College or its representatives.

General Terms: The signor may execute this RELEASE & PROMISE NOT TO SUE using an electronic signature, and the signor waives any legal requirement that this document be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall have the same legal force and effect as a signed original.

This document shall be enforceable to the fullest extent of the law, and if any provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remaining provisions shall continue to be valid and enforceable.

Acknowledgement: I acknowledge:
☐ that I have read and understand this RELEASE & PROMISE NOT TO SUE, and that it is legally binding upon myself and my heirs, executors, administrators, and representatives in the event of my death or incapacity,
☐ that I am legally authorized and competent to sign this document, I am at least 18 years old, and I have voluntarily executed this RELEASE & PROMISE NOT TO SUE, and
☐ (If applicable) that I am the parent or legal guardian of the participant-child(ren) listed above, and I voluntarily give my consent for my child(ren) to participate in this Activity.

Your Signature Date
Print Your Full Name Phone#
Address