

**PITT COMMUNITY COLLEGE**  
**WAIVER AND RELEASE OF CLAIMS FOR STUDENT TRAVEL**

Name of site(s) to be visited:						
Location of site(s):						
Date(s) of trip:						
Hours of trip:	Departure	a.m.	p.m.	Return	a.m.	p.m.
Student Club/ Org/ Academic Class:						
Purpose of trip(s):						

I, \_\_\_\_\_, the adult participant and/or parent/guardian on behalf of a minor participant, \_\_\_\_\_, ("Participant" and/or "Minor Participant"), acknowledge that I (and/or the Minor Participant) have voluntarily agreed to participate in various activities on the date and location set forth above and undertakings associated therewith including associated travel (the "Activity"), organized by Pitt Community College ("PCC"), occurring in or around, but not limited to, the locations set forth above (the "Trip Locations"). I, Participant, (and/or Minor Participant) hereby acknowledge and accept:

- a) That the Activity may be physically, mentally, and emotionally challenging, and that my (and/or Minor Participant's) participation in the Activity may involve extreme physical and mental exertion, physical contact with others, use of and proximity to water, rough/uneven terrain, motorized equipment, and other potentially dangerous apparatus/equipment, and exposure to risk of accident, physical injury, including without limitation broken bones, sprained or torn muscles or ligaments, cuts, abrasions, paralysis, other bodily injury, or death, damage to property, and/or mental distress.
- b) That PCC does not own, operate, or manage the Trip Locations and cannot guarantee my (and/or Minor Participant's) safety while I am (and/or Minor Participant is) at the Trip Locations or engaged in the Activity, and I (and/or on behalf of Minor Participant), therefore, agree to, at all times, use my best judgment and exercise reasonable care while participating in the Activity.
- c) That the Trip Locations and Activity involve certain inherent risks associated with the location, nature, terrain, and equipment, including, but not limited to, the possibility of accidents associated with using motorized or non-motorized equipment on land and water; the possibility of encountering unknown dangers associated with being in or around natural bodies of water and land; and the possibility of injuries, losses or damage, and I (and/or on behalf of Minor Participant) expressly acknowledge that I am (and/or Minor Participant is) participating in the Activity and entering the Trip Locations voluntarily and at my (and/or Minor Participant's) own risk, taking full responsibility, legal and otherwise, for my (and/or Minor Participant's) actions.
- d) That the above described risks are not inclusive of all possible risks associated with my (and/or Minor Participant's) participation in the Activity, and I (and/or Minor Participant) agree that the above listed risks do not in any way limit the extent, breadth, effect or validity of this Agreement.

- e) That PCC will not be responsible for any damage, harm, or injury, of any kind, sustained by me (and/or Minor Participant) or caused by me (and/or Minor Participant), that may result from my (and/or Minor Participant's) participation in the Activity.
- f) That by participating in the Activity and executing this Release of Liability, I represent that I am (and/or Minor Participant is) physically and emotionally fit to participate in the Activity. I further assume full responsibility for my or Minor Participant's care and safety while at the Trip Locations or engaging in the Activity.
- g) That I (and/or Minor Participant) agree to abide by any and all rules and guidelines relating to my (and/or Minor Participant's) participation in the Activity and presence at the Trip Locations, including without limitation, PCC's rules and regulations, rules and guidelines relating to conduct, use of motorized or other equipment, and any other applicable rules, laws, or regulations.

**I AM AWARE THAT THE ACTIVITY AND TRIP LOCATIONS MAY BE DANGEROUS AND THAT I (AND/OR MINOR PARTICIPANT) COULD BE SERIOUSLY INJURED. I AM (AND/OR MINOR PARTICIPANT IS) VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF ACCIDENT, BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I verify this statement by placing my initials here: \_\_\_\_\_

**RELEASE, WAIVER OF LIABILITY, AND INDEMNITY PROVISIONS:** In consideration for being permitted to engage in the Activity, I, Participant, and/or parent/guardian on behalf of Minor Participant, agree, on behalf of myself, my heirs, executors, administrators, and personal representatives ("Releasing Parties") to hereby irrevocably, unconditionally, and forever release, acquit, discharge, hold harmless, and indemnify (i.e., defend and pay any judgment and costs, including attorneys' fees and related expenses) PCC, along with any and all directors, officers, trustees, members, managers, faculty, staff, employees, volunteers, agents, personal representatives, attorneys, successors and assigns thereof, including all affiliated entities or subsidiaries, and all other persons and entities connected with such entities, whether herein named or not ("Released Parties"), from any and all charges, actions, complaints, causes of action, claims, liabilities, obligations, promises, controversies, damages, suits, proceedings, expenses, attorney fees, and demands of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether arising out of contract, tort, strict liability, or otherwise, whether currently existing or arising, occurring or accruing in the future, based upon, arising out of, related to, or connected in any way to the Activity or the Trip Locations.

I, Participant, and/or parent/guardian on behalf of Minor Participant, further agree to hold harmless, defend, and indemnify PCC and the Released Parties against any and all claims of Releasing Parties, co-participants, volunteers, rescuers, bystanders, and any other third parties arising, in any way, from my conduct or Minor Participant's conduct or, otherwise, in the course of my (and/or Minor Participant's) participation in the Activity or travel to or presence at the Trip Locations (including claims arising from the inherent risks of the Activity or Trip Locations or ordinary negligence of any party associated therewith).

I further acknowledge and agree that PCC and the Released Parties shall have no liability or obligation to me with respect to, arising from, related to, or in connection with my participation in the Activity. I represent and warrant that I am eighteen (18) years of age or older, or if a Minor Participant, have obtained my parent or guardian's written consent to participate in the Activity and execute this

Agreement, am under no legal incapacity to execute this Agreement and to be bound by its terms, and that I have read this Agreement and fully understand the terms and provisions hereof (including, without limitation, that this is a release of liability and indemnity agreement), and that I intend to be bound by this Agreement. I agree that, notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement, and I further expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by applicable law and that if any portion hereof is held void or unenforceable, it is agreed that, notwithstanding any such invalidity, the remainder of this Agreement shall continue in full legal force and effect.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THE TERMS OF THE AGREEMENT ARE CONTRACTUAL AND NOT A MERE RECITAL, AND SIGN IT OF MY OWN FREE WILL.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Participant's Name

\_\_\_\_\_  
Parent or Guardian's Signature (if Participant is a minor)

\_\_\_\_\_  
Date

**Emergency Contact Person:**

Print/Type name of contact:	
Relationship:	
Phone (include area code):	