



Participation Release Form

I, _____ (and/or my parent or guardian if I am under 18), a prospective attendee of _____ on _____ (hereinafter referred to as BVCTC) agree to the following understandings:

- 1) I waive any and all claims against BVCTC and its faculty or staff or any personnel accompanying the group, their heirs or their estate, arising from any death, injury, loss, damage, accident, delay, irregularity or expense to person or property incurred from the use of any vehicle or service, strikes, weather, sickness, quarantine, government restrictions or regulations; or arising from any omission of any bus, airline, railroad, ship, hotel or travel agency or any other transport or travel firm, individual or company. I also release BVCTC and its faculty and staff or contractors from any financial obligations or liabilities that I may incur or any damage or injury to me or to the person or property of others that I may cause while participating in this program, and I agree to indemnify them against any such financial obligations or liabilities.
- 2) I understand that the air carrier's liability for loss or damage to baggage, or for death or injury to person or property, is limited by their tariffs and/or by the Warsaw Convention. BVCTC is not responsible for loss, theft or damage to my belongings or those of any other person, including passports and travel documents.
- 3) I understand that BVCTC and/or the airlines reserve the right to make changes in tour itineraries and departure dates, to substitute airlines and equipment or to make cancellations for insufficient participation or any other reason. I understand that if I wish to cancel my reservation, ***I MUST DO SO IN WRITING***. The refund to which I will be entitled is explained in the tour details.
- 4) I understand that BVCTC is not responsible for my well-being during such periods of time that I may be absent from supervised activities, as during times of independent travel, visits to friends and relatives and so forth.
- 5) I understand that this is a supervised program and agree to maintain any such group standards as BVCTC may set forth, and further, to indemnify BVCTC against any consequences which may ensue as a result of my refusal to comply with such regulations. I agree that BVCTC reserves the right to terminate my participation in the program at any time and for any reason that BVCTC may deem to be in the best interest of the group concerned. I agree to being sent home at my own expense and waive the right to any refund of program fees if I am found to have violated the group standards or do not comply with the regulations. I also understand that any infractions against the BVCTC Student Code of Conduct (Board of Governor's Policy 9) will be addressed and adjudicated in accordance with that policy.
- 6) If I become ill or incapacitated, I grant BVCTC or any of its staff and faculty full authority to take whatever action they feel is warranted under the circumstances in regard to my health and safety, including medical treatment (at my own or my parents' expense) and transporting me home. I further release any of these persons from any liability for such decisions of actions which may be taken on my behalf. BVCTC cannot be held responsible for the quality of any such medical care received, nor for any expenses incurred.
- 7) I agree that BVCTC has the right to select a qualified replacement for any faculty member who may presently be planning to accompany me, in the event that he/she may be unable to or willing to continue these plans.
- 8) I agree that any film likenesses taken of me while participating in this program may be used in future materials published by BVCTC.



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9) This agreement becomes effective when I am selected as an attendee of the _____ by BVCTC and I understand that this agreement shall be governed by the laws of the State of West Virginia which shall have sole jurisdiction. Additionally, I consent to the exclusive jurisdiction of the courts of Kanawha County, West Virginia, in any action or proceeding hereunder, and irrevocably appoint any employee of BVCTC as agent for the undersigned for service of process conditioned that all papers served upon said agent be forwarded to the undersigned. No modification, renewal, extension, or termination of this agreement shall affect said appointment and choice of forum.

10) I certify I am in good physical and mental health and that I have no special medical or physical conditions which would impede participation in this program, nor be of any harm or inconvenience to other participants. I also understand that in certain cases, proof of medical insurance may be required for participation in a BVCTC sponsored and supported student program or event.

I certify that I have read and understand all details pertaining to the trip or event and accept all terms and conditions stated therein:

Printed name of Applicant (Use your legal name)

Signature of Applicant (Use your legal name)

Date

If applicant is under 18 years of age, the following statements must also be completed:

I certify that I am the parent or legal guardian of the applicant, that I have read and that I understand the above agreement and that I accept and will be bound by its terms and conditions on my own behalf and on behalf of the applicant.

Signature of Parent or Guardian

Date

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**Emergency Contact Information**

Name of Contact: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_