



VILLANOVA ENGINEERING, SCIENCE, TECHNOLOGY, ENRICHMENT, AND DEVELOPMENT PROGRAM WAIVER, RELEASE, AND INDEMNITY AGREEMENT

This Waiver, Release, and Indemnity Agreement is executed by _____ ("Participant") and _____ ("Parent/ Legal Guardian") and given to Villanova University ("University"). Participant and Parent/ Legal Guardian, intending to be legally bound hereby, agree as follows:

Participant has voluntarily chosen to participate in a trip to the University to participate in the Villanova's Engineering, Science, Technology, Enrichment, and Development Program (VESTED) through the University's College of Engineering, which will include, but not be limited to participating in experiments, attending presentations, teambuilding activities, college preparatory classes, and discussions with industry mentors about careers in engineering on January 23 and 30, February 6, 20 and 27, and March 13 and 20, 2027 ("Activity"). Participant and Parent/ Legal Guardian understand and agree that there may be health and safety hazards (including, without limitation, falling; slipping; tripping; choking; allergic reactions to food, food sensitivities and intolerances; exposure to communicable and/ or contagious viruses, infections, diseases, illnesses, epidemics, or pandemics; transportation accidents; and dangers inherent in traveling to unfamiliar neighborhoods) and risks of personal injury that may range from minor injuries (such as scratches, bruises, cuts, sprains, and strains; dental or mouth injuries) to major injuries (such as muscle, joint, ligament, tendon, bone, back, eye (including blindness), or ear (including deafness) injuries; heart attacks; strokes; concussions) to catastrophic injuries (such as serious head or spinal injuries and paralysis); temporary to long-term autoimmune conditions, health effects, symptoms, syndromes, and conditions; death; and/ or property damage associated with the Activity, and Participant and Parent/ Legal Guardian knowingly assume such risk.

Participant and Parent/ Legal Guardian understand that the University's property insurance only covers property that is owned by the University. Participant and Parent/ Legal Guardian further understand that the University's property insurance **does not** cover loss, damage to or theft of Participant's personal property. Participant and Parent/ Legal Guardian accept all risks of personal property damage or theft of personal property related in any way to the Activity, including but not limited to personal property left in a vehicle owned, leased, or rented by the University, and understand that the University will not be responsible for such damage or theft.

Participant and Parent/ Legal Guardian certify that Participant has no physical, psychological, or medical condition, that would preclude or restrict Participant's participation in the Activity or increase the risk to Participant or other participants participating in the Activity, and that Participant has adequate health insurance protection to cover the expense of any unforeseen accident, illness, or injury. Participant and Parent/ Legal Guardian understand that the University does not carry insurance that would respond to any illness or injury sustained by Participant during the Activity. In addition, the University is not responsible for any medical bills, including without limitation copays and deductibles, the Participant and/or Parent/ Legal Guardian may incur in connection with Participant's participation in the Activity. Subject to ADA requirements, Participant and Parent/ Legal Guardian recognize that the University is not obligated to attend to any of Participant's medical or medication needs, and Participant and Parent/ Legal Guardian assume all risk and responsibility, therefore. Participant agrees to only participate in the Activity for the length of time that Participant is comfortable, can accomplish the Activity safely, and is within Participant's ability and skill level. Participant will immediately end participation and seek medical attention if Participant becomes injured or ill during the Activity.

Participant will not consume any alcoholic beverages or non-therapeutic drugs prior to or while participating in the Activity. Participant and Parent/ Legal Guardian authorize the University, at the University's sole discretion, to administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR), defibrillation, and transportation to a hospital whether in an ambulance or otherwise). However, Participant and Parent/ Legal Guardian acknowledge that representatives of the University may not be present or may not elect or be able or competent to administer or seek such aid, services, or transportation.

Participant and Parent/ Legal Guardian agree that Participant will engage in the Activity in a prudent and cautious manner. Participant and Parent/ Legal Guardian covenant and agree that Participant will not (i) act in any way which shall interfere with the lawful running or operation of the Activity, supplies, or equipment used in connection with the Activity or (ii) engage in any harmful conduct or willfully or negligently engage in any conduct which contributes to or causes illness or injury to any person. Participant and Parent/ Legal Guardian understand and agree that Participant shall abide by: (i) all policies, rules, and regulations of University, and (ii) all rules, directions, precautions, and guidelines issued by University or its representatives, by any associated individuals, institutions, or organizations, the Commonwealth of Pennsylvania, or by the United States Government. Participant will take good care of the supplies and equipment used for the Activity and Participant and/ or Parent/ Legal Guardian may be responsible for the cost of repairing or replacement of supplies and equipment damaged by Participant. Participant and Parent/ Legal Guardian understand that Participant may be expelled from the Activity for violation of these codes or policies and/ or for misconduct, as well as subject to sanction under the University's policies.

The University has the right to expel Participant for inappropriate conduct or other behavior by Participant deemed detrimental to other participants or the best interests of the Activity or make cancellations, substitutions, or changes in case of emergency, changed conditions, health and safety considerations, or in the interest of the Activity, in its sole discretion. In such case, the University will not be liable for any fees or

Participant's Name: _____ Participant's Initials: _____



expenses incurred by Participant and/ or Parent/ Legal Guardian. If Participant leaves or is expelled from the Activity for any reason, there will be no refund of fees already paid. Participant and Parent/ Legal Guardian agree to be responsible for any and all costs arising from voluntary or involuntary withdrawal from the Activity prior to its completion, including withdrawal caused by illness or disciplinary action.

In the event Participant chooses to participate in any independent travel or extracurricular activities before, during or after the Activity, Participant and Parent/ Legal Guardian acknowledge that these activities are not sponsored by the University and that Participant is undertaking them at Participant's own cost, risk and responsibility. Participant and Parent/ Legal Guardian agree to release the University, its Board of Trustees, officers, agents and employees from any and all claims arising out of or in any way connected with such independent travel or extracurricular activities, including but not limited to, any special transportation or travel incident to or from such activities.

Participant and Parent/ Legal Guardian grant permission for the use of and hereby fully releases the use of Participant's image in any photographs, recording (including video and/ or sound), or other media containing Participant's image ("Images") made in connection with the Activity to the University. The Images may be used without restriction for the benefit of the University in any and all publications or media, in any form, including on any of the University's web sites or social media sites, without further consideration, and Participant and Parent/ Legal Guardian acknowledge the University's right to so use the Images at its discretion. Participant and Parent/ Legal Guardian understand that all rights to the Images belong exclusively to the University including, without limitation, the exclusive right to print, publish, display publicly, distribute and sell drawings or prints of the Images throughout the world and the exclusive right to license, sell, distribute or otherwise dispose of the following rights in the Images: publication and sale of the Images in clothbound and paperback books; publication and sale of the Images in cards, posters, pictures, brochures, dramatic motion picture, video, DVD (sight and sound), broadcast (television) and electronic, mechanical or visual reproduction rights (including intranet, internet, microfilm and computer) and admissions materials; and any and all future and other rights not specifically enumerated for the benefit of the University. The above statement of release also covers the use of any quote and/or testimonial given by Participant during or about the Activity.

In consideration of participating in the Activity, in full recognition and appreciation of the dangers and hazards inherent in participating in the Activity, Participant and Parent/ Legal Guardian hereby agree to assume all of the risks and responsibilities surrounding participation in the Activity. Further, PARTICIPANT AND PARENT/ LEGAL GUARDIAN, FOR THEMSELVES, AND THEIR RESPECTIVE HEIRS, AND PERSONAL REPRESENTATIVE(S), HEREBY AGREE TO DEFEND, HOLD HARMLESS, INDEMNIFY, RELEASE, AND FOREVER DISCHARGE THE UNIVERSITY, ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND ACTIONS OR CAUSES OF ACTION, ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY, LOSS OF PERSONAL PROPERTY, OR PERSONAL ILLNESS OR INJURY, INCLUDING DEATH, WHICH MAY RESULT FROM SUCH PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS BASED UPON THE NEGLIGENCE OF THE UNIVERSITY (WHETHER CHARACTERIZED AS NEGLIGENCE OR GROSS NEGLIGENCE), ITS OFFICERS, TRUSTEES, AGENTS, EMPLOYEES, AND STUDENTS.

This Waiver, Release, and Indemnity Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania, without regard to choice or conflicts of law provisions, and if any portion is held invalid or unenforceable, the balance continues in full force and effect. Except as stated in the preceding sentence, the language of all parts of this Waiver, Release, and Indemnity Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

Participant and Parent/ Legal Guardian certify that each has read and understands the above statements and that they are true and accurate, and that the signing of this Waiver, Release, and Indemnity Agreement is completely voluntary.

Participant's Signature: _____ Date: _____
(If Participant is 13 years of age or older, please sign in ink. Typed signatures are not acceptable.)

Participant's Address: _____

Parent/ Legal Guardian's Signature: _____ Date: _____
(Please sign in ink. Typed signatures are not acceptable.)

Participant's Emergency Contact Printed Name: _____

Relationship to Participant: _____ Participant's Emergency Contact Phone Number: _____

Participant's Name: _____ Participant's Initials: _____