

# JR./SR. PROJECT

## Release and Participation Agreement

Student's Name: \_\_\_\_\_

JR./SR. PROJECT Date student will attend: \_\_\_\_\_

### Release & Participation Agreement

I, \_\_\_\_\_ (print full name of parent or legal guardian) understand that the participation of my child, \_\_\_\_\_ (print full name of Student) (hereinafter "Student") in the multicultural overnight visit experience program (hereafter "JR./SR. PROJECT") to be held at the College of Charleston ("the College") on \_\_\_\_\_ requires my agreement to certain conditions. In consideration of my child's participation in such a program, I hereby understand, acknowledge and agree to the following terms and conditions:

1. I am the legal parent or guardian of the Student (a/k/a my child) participant named above.
2. I fully understand and appreciate the dangers, hazards, and risks inherent in JR./SR. PROJECT, in the transportation to and from JR./SR. PROJECT, in staying overnight on campus, and in any other endeavors the Student/child may undertake supplemental to JR./SR. PROJECT. These dangers, hazards, and risks can result in injury and impairment to my child's body, general health and well-being, and could include serious or even fatal injuries. I also understand that these dangers, hazards, and risks could include loss or damage to personal property.
3. Knowing the dangers, hazards, and risks of such endeavors, and in consideration of my child being permitted to participate in JR./SR. PROJECT, on behalf of myself, my family, my participating child, my spouse, heirs, and personal representative(s) (the "Releasors"), I agree to assume all the risks and responsibilities surrounding my child's participation in JR./SR. PROJECT, the transportation to and from JR./SR. PROJECT, in my child staying overnight on campus, and in any or other acts undertaken as supplemental to the MOVE, and on behalf of myself and the Releasors above, I hereby release, waive, forever discharge, and covenant not to sue the State of South Carolina, the College of Charleston, and its trustees, officers, agents, employees and any students acting as employees ("Releasees" or "College"), for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me/my child or a Releasor, arising out of or related to JR./SR. PROJECT or any act supplemental to the JR./SR. PROJECT, or for any occurrence while my child is in transit to or from the premises where JR./SR. PROJECT or act supplemental to JR./SR. PROJECT is being conducted.
4. I further agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or cost, including court costs and attorneys' fees, that the Releasees may incur arising from my child's participation in JR./SR. PROJECT. I understand that the College is not responsible for any injury or damage to my child's personal property or the property of others while in the possession of my child during the term of this contract. I understand and agree that if travel expenses are incurred by the College due to my child's expected participation in JR./SR. PROJECT and I decide to modify or cancel my child's participation, then I must reimburse the College for that lost travel expense.
5. In case of damage of any kind to the residence halls or other property of the College arising out of any act or omission of my child or the Releasor, the Releasor shall pay such amounts as shall be necessary to put the said property, as the case may be, in as good an order and condition as the same were at the commencement of the this Agreement.
6. I hereby authorize College and those acting pursuant to its authority to: (a) Record my child's likeness and voice on a video, audio, photographic, digital, electronic or any other medium and (b) Use, reproduce, exhibit or

distribute in any medium (e.g., print publications, video tapes, CD-ROM, Internet/WWW) these recordings for appropriate educational, promotional, and advertising purposes.

7. I understand that my child must abide by College policies and is subject to discipline up to and including dismissal for violation of these policies.

8. It is my expressed intent that this Agreement shall bind me, my child, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed a legally binding release, waiver, discharge and covenant not to sue the Releasees.

9. The College of Charleston, including its Department of Residence Life and Housing reserves the right to refuse admission or readmission to residential facilities if the Student has a past record of violation of residence hall policies, criminal acts, conduct violations, or College of Charleston policies or regulations. The College may remove a Student from on-campus housing for the following reasons: violation of housing policies and regulations as stated in this contract and the *Guide to Residence Living*, such as vandalism, physical violence, disrespect to a college staff member, possession of or participation with illegal substances, drug paraphernalia, or weapons, whether such policies and regulations be now in effect or later enacted after due notice; or the Student's health (mental or physical) renders the Student unqualified for group living. The College reserves the right to remove a Student if it is deemed to be in the Student's best interest – for psychological/behavior problems or due to a change in the use of College residence hall space. The College also reserves the right to move Students in order to accommodate a Student with a physical limitation or disability. The College reserves the right to revoke privileges such as visitation as a disciplinary measure. The College reserves the right to fine Students individually or as a group for violations of residence hall policies. The College reserves the right to remove Students for multiple policy violations (whether major or Student in nature).

#### 10. Obligations of the Student

- A. The Student is responsible for knowing and observing the principles and policies governing conduct and procedures as stated in the *Student Handbook*, the *College of Charleston Undergraduate Bulletin*, and the *Guide to Residence Living*. Students may be removed from the residence halls for policy violations. If removed, there will be no refunds.
- B. The Student is responsible for the condition of his or her assigned room and jointly responsible with other Students for his or her residence hall or house and may be fined under the College's collective assessment policy for damage to the residence hall or house and its common areas, such as lobbies, lounges, halls, elevators, and stairwells in addition to their room or suite. The College reserves the right to levy and collect charges for damages due to unauthorized use of rooms, equipment, or buildings, and for special cleaning necessitated by improper care of rooms or equipment. Each Student is asked to inspect his or her assigned room upon arrival with the aid of a room condition report form furnished by the residence hall director and to make note of any problems or malfunctioning equipment that exists at the time so that charges will not be levied against the Student unfairly. Students will be removed from the residence halls for vandalism. There will be no refunds, and full payment of the contract is required.
- C. The assigned Student must occupy his/her room in person and may not sublet it to another person. The Student may not change his/her assignment or room without advance written approval of the Assistant Director of Housing Assignments.
- D. Insurance of Student's property is not provided by the College. The purchase of renter's insurance (if homeowner's insurance is not in effect) is highly recommended.

#### 11. Residence Life Rules

The following are not permitted and are subject to confiscation by the College: Cooking appliances and heaters, candles, cinder blocks, incense and burners, alcohol or illegal substance containers/paraphernalia, animals (except for fish), waterbeds and lofts, electrically amplified musical instruments, amplifiers with stereo sets, drums and drum sets, and any items found not in compliance with the *Guide to Residence Living*. The College will remove the non-regulation item(s) from a Student's room and such items will be returned solely at the discretion of Residence Life and Housing.

12. By signing this Agreement, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement and have legal authority to sign on behalf of my child. I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. The Student has no health-related reasons or problems which preclude or restrict his/her participation in JR./SR. PROJECT, and I have adequate health insurance necessary to provide for and pay any medical costs that may arise as a result of an injury to the Student. I recognize that the College of Charleston ("College") is not obligated to provide for any of my medical or medication needs or insurance and that I assume all risk and responsibility for those needs.

13. I further agree that this Agreement shall be construed in accordance with the laws of the State of South Carolina. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**THIS IS A LEGAL AGREEMENT AND INCLUDES A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.**

Print Name of Student: \_\_\_\_\_

**I AM THE PARENT OR LEGAL GUARDIAN OF THE STUDENT/CHILD STATED ABOVE AND I AFFIRM THE TRUTH OF EACH REPRESENTATION AND ON BEHALF OF THE STUDENT/CHILD AND ALL "RELEASORS," AS DEFINED IN PARAGRAPH 2 ABOVE, I AGREE TO EACH AND EVERY TERM AND CONDITION OF THIS *LIABILITY RELEASE, EMERGENCY MEDICAL AUTHORIZATION AND AGREEMENT.***

\_\_\_\_\_  
(Print) Parent or Guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print) Student

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



MEDICAL CONSENT FORM

To Parents and Legal Guardians: Before medical service can be performed for a person under 18 years of age, permission of the parent or legal guardian must be secured. In the event of a serious illness or an accident involving your Student every reasonable effort will be made under the circumstances to contact you before seeking or providing medical services. In the event that delay in medical treatment may be detrimental to the health of the Student, however, your authorization is required before the College may seek medical consultation and treatment from either a College or local physician or a local hospital or urgent care facility. You may give that authorization to the College by completing and signing this form.

Student's name \_\_\_\_\_ Student's phone \_\_\_\_\_
Parent/Guardian 1 work phone \_\_\_\_\_ Parent/Guardian 2 work phone \_\_\_\_\_
Parent/Guardian 1 mobile phone \_\_\_\_\_ Parent/Guardian 2 mobile phone \_\_\_\_\_
Health insurance carrier \_\_\_\_\_ Policy number \_\_\_\_\_

PERSON TO BE NOTIFIED IF PARENT/GUARDIAN NOT AVAILABLE:

Name \_\_\_\_\_
Home phone \_\_\_\_\_ Mobile phone \_\_\_\_\_
Work phone \_\_\_\_\_ Relationship to student \_\_\_\_\_

PARENT/GUARDIAN AGREEMENT:

I am/we are the parent/legal guardian of the Student first mentioned above. I/we hereby authorize the College of Charleston, acting through its Senior Program Director or another College representative of legal age, to secure for my/our Student any necessary emergency or urgent medical treatment that the College may reasonably consider necessary under the circumstances. The College representative is authorized to discuss my/our Student's medical condition and treatment options with healthcare providers, as appropriate, under the circumstances. The College, however, is not obligated to take any of these actions and may await my/our direction before seeking any medical intervention for my/our Student, as the College may believe appropriate under the circumstances.

I/we agree and acknowledge that in all circumstances when such treatment is provided, I/we shall be solely responsible for the cost of my/our Student's treatment and care and I/we agree to reimburse the College for any expense that it may incur on account of my/our Student's injury or illness including, but not limited to, treatment, transportation, or stay in a medical facility. I understand and agree that the College assumes no responsibility for any injury or damage which might arise out of or in connection with the provision of medical treatment authorized under this Medical Consent Form and all of the related decisions and judgments of the College and that the College is under no duty or obligation to safeguard or take action associated with any circumstance which may arise.

PARENT /GUARDIAN 1

PARENT /GUARDIAN 1

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_