# Fairleigh Dickinson University Summer Pre-College Terms and Conditions

#### AGREEMENT TO PARTICIPATE

To ensure that you understand and accept the risks of participation in the Fairleigh Dickinson University Pre-College Summer

Program you must indicate your understanding and agreement by signing on the appropriate lines below.

### PRE-COLLEGE PROGRAM AGREEMENT

I affirm that my participation in the Pre-College Program is entirely voluntary, and understand that participation in the Pre-College

Program involves a risk of injury due to certain inherent risks that cannot be eliminated regardless of the care taken to avoid. I understand that if I have questions about possible hazards, it is my responsibility to seek additional information from Fairleigh Dickinson University staff prior to signing this Form. I also understand that, despite safety precautions, Fairleigh Dickinson University cannot guarantee that I will not be injured. I agree to assume these risks.

I understand that the best way to make sure that I remain safe and avoid injury is to follow the rules and regulations of Fairleigh Dickinson University and the instructions of its staff.

## ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE & AGREEMENT NOT TO SUE:

In consideration for permitting me to participate in the Pre-College Program, I voluntarily agree, for myself, my heirs, executors, and administrators, to the following:

TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me, or any loss or damage to property owned by me while participating in, or traveling to or from the Pre-College Program.

TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, & AGREE NOT TO SUE Fairleigh Dickinson University, or its trustees, officers, employees, agents, students, and staff (hereinafter referred to as "releasees") from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty, or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might now have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while traveling to or from, or participating in the Pre-College Program.

### **PHOTO RELEASE**

I give permission for photographs taken of me while participating in the Pre-College Program to be used in the University's marketing/public relations materials.

### CONDUCT

Disciplinary actions may be imposed whenever a student commits or attempts to commit any act of misconduct during the Pre-

College Program at any activity, function, program or event sponsored or supervised by Fairleigh Dickinson University, whether on University property or off-site, including but not limited to:

1. Possession, use or distribution of an illegal or controlled substance, or look-alike drug.

- 2. Unauthorized and/or illegal possession, use or distribution of any alcoholic beverage.
- 3. Theft of property or services.
- 4. Intentional or willful and wanton destruction of property.
- 5. Any form of assault and/or battery.
- 6. Possession of a weapon.

7. Conduct which constitutes harassment or abuse that threatens the mental well-being, health or safety of any individual.

Disciplinary action includes, but is not limited to, notifying the authorities and removal from the program.