

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (RELEASE)
GUIDELINES**

An important risk management tool for Lynn University ("University") is the use of Waiver of Liability Agreements. These Agreements have been developed over many years and are designed to protect the University and its employees (aka - "YOU") from legal liability for injuries that may occur to students or other individuals who participate in both voluntary and required activities on and off campus. Waivers may be used as protection from liability for accidents, activities carrying certain inherent risks, and even the negligence of University employees in certain circumstances.

NO ONE SHOULD BE ALLOWED TO PARTICIPATE IN AN ACTIVITY THAT REQUIRES A WAIVER UNLESS HE/SHE SUBMITS THE SIGNED WAIVER. A PARENT OR LEGAL GUARDIAN MUST SIGN THE FORM IF THE PARTICIPANT IS A MINOR. DO NOT ACCEPT A WAIVER THAT HAS BEEN ALTERED BY THE SIGNEE.

Waivers signed prior to participation can be viewed by the law as contracts or agreements in which the participant agrees to excuse the University and its employees from fault or liability for personal injuries associated with the activity. If the participant agrees in advance that the University and its employees owe him or her no duty, recovery from negligence may be barred. Indemnity and hold-harmless provisions shift the responsibility for legal expenses associated with claims to the participant.

There are three (3) basic areas of activity that call for Waivers to be signed by individuals over 18 yrs. old and parents of minors, in individual and group activities:

1. **FACILITIES USE** - for individuals or groups using Lynn University facilities, equipment and services. This includes all times where minors are on-campus participating in athletic activities, or interacting directly with University staff. It also includes activities where individuals are engaging in activities that involve extra risk, such as obstacle courses, extreme carnival rides, or sporting activities.
2. **VOLUNTARY ACTIVITY** - Lynn staff, students or others individuals participating in activities offered by the University on or off campus that are not required for an academic program. This includes voluntary field trips, and on or off campus recreational programs that have inherent risks, such as attendance at professional athletic events, canoe races, or paddle-boarding trips.
3. **OFF-CAMPUS ACTIVITIES.** Off-Campus activities that are supervised by academic personnel. This includes all situations where students are off-campus including, Staff or students volunteering off-campus.
 - a. Off-Campus Activity required for course credit:
 - The University, **must** provide transportation. That does not mean that the student must take our transportation.
 - If the student wants to take their own transportation to a University required Activity, they must sign a Waiver of Liability titled "Lynn University Student Driving To and From Off-Campus Activity", asking for permission to arrange for their own travel. University will decide to allow or not allow based upon input from the professor, administration, etc. and depending on the circumstances (i.e. - is it super dangerous, expensive to get to).

b. Off-Campus Activity not required for course credit:

- If Activity is 100% voluntary, and the student will not be penalized at all for not attending the Activity, then student can arrange for their own transportation.
- The Activity must not be extra credit, or in any way highly “suggested”, but purely voluntary.

ALL ORIGINAL SIGNED WAIVERS MUST BE RETURNED TO THE OFFICE OF GENERAL COUNSEL WHO WILL RETAIN THEM FOR 4 YEARS.

Please contact the Office of General Counsel 561-237-7824, if you have any questions about the use of these Waivers.