



Dear Colleague,

This is the Department of Student Life's **Assumption of Risk and General Liability Release for Domestic Student Trips/Events form**. Please print out ONE copy after completing information on the first page only, so that all copies distributed to students for completion contain the same information moving forward. Then make copies for each attendee and distribute them for completion by the student. All copies must then be returned to Student Life prior to departure and copies will be distributed to the appropriate parties.

Should you have any questions, please feel free to contact Shanda Richardson-Smith at [Shanda\\_richardsonsmi@fitnyc.edu](mailto:Shanda_richardsonsmi@fitnyc.edu).

Best,  
Shanda



## **Assumption of Risk and General Liability Release**

### ***Domestic Student Trips/Events – EMSS<sup>1</sup>***

The Fashion Institute of Technology (“FIT”) requires under its International and Domestic Travel policy that students undertaking certain travel or participation in certain events to read and agree to an assumption of risk and general liability release. Completion of this form is **required** for all domestic trips and events taking place off of the FIT New York campus that are organized, supported, arranged, financed, or otherwise overseen by EMSS, including student organizations, (the “Trip/Event”) and that involve any one (or more) of the following circumstances:

1. An overnight stay; or
2. Travel outside of the five boroughs of New York City (even if there is no overnight stay); or
3. Chartered, ticketed, or any other transportation that is arranged by FIT (e.g. purchase of fare/tickets, rental of a bus, or use of FIT-owned vehicles); or
4. Travel involving a high-risk activity or event, no matter the location or timeframe; or
5. Any other Trip/Event whereby an EMSS administrator, in their discretion, requires completion of this form as a condition of participation.

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**Please read this entire document carefully. If you sign it, you are giving up certain rights. Your informed consent and agreement to the terms and conditions below are required for participation in the Trip/Event.**

**Trip/Event Details (to be completed by Chaperone/Advisor prior to student's signature):**

**Chaperone/Advisor Name and Title:** \_\_\_\_\_

**Student Group (if applicable):** \_\_\_\_\_

**Trip/Event Date(s):** \_\_\_\_\_

**Trip/Event Location:** \_\_\_\_\_

**Trip/Event Purpose and Description:** \_\_\_\_\_

**Address of Accommodations;** be *specific* and include street addresses, and hotel rooms/floors if known:  
\_\_\_\_\_  
\_\_\_\_\_

**Travel Method;** be *specific* and include air/train/bus codes and time schedules, as well as potential transportation arrangements at the location:  
\_\_\_\_\_  
\_\_\_\_\_

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<sup>1</sup> Note: For students traveling off campus as part of an official FIT athletics team, students traveling on an academic-related trip, or for students traveling internationally, **please use the separate respective forms and processes** designed for those types of travel.

I understand and hereby acknowledge that I am voluntarily choosing to attend the Trip/Event described above. I understand that FIT does not require me to participate in the Trip/Event. I acknowledge that by attending the Trip/Event, I will receive valuable educational, professional, and/or social benefits. In consideration of FIT's agreement to permit me to participate in the Trip/Event, I agree to the following terms and conditions.

#### **I. Responsibilities, Risks, and Dangers of Participation**

I understand that there are inherent risks in travel and the events that could cause serious illness or physical injury to me and damage to my property. I have full knowledge of the nature of all activities in which I will be participating in the Trip/Event, including knowledge of transportation and accommodations. I understand that FIT does not act as an agent for and cannot control the acts or omissions of any third-party providing goods or services related to the Trip/Event, including but not limited to the hosting location of the Trip/Event, third-party transportation carriers, and hotels or other accommodations.

#### **II. Assumption of Risk**

I wish to attend and participate in the Trip/Event, despite knowing the dangers and risks inherent in participation in the Trip/Event, and I hereby freely agree, on behalf of my family, heirs, and personal representatives, to assume all responsibilities and risks related to my participation in the Trip/Event.

#### **III. GENERAL LIABILITY RELEASE AND INDEMNIFICATION**

To the maximum extent permitted by law, I hereby agree to release, hold harmless, indemnify, and agree not to sue FIT, its auxiliary corporations, the State University of New York, the New York City Department of Education, and the City and State of New York (together the "Released Parties"), as well as any of the Released Parties' trustees, officers, employees, agents, and volunteers, from and against any and all liability, including without limitation any claims arising out of negligence, for harm, injury, damage, loss, claim, demand, action, costs, and expenses of any nature (including reasonable attorneys' fees) that I may have or that may accrue to me, arising out of or related to any loss, damage, or injury (including death) that may be sustained by me or for which I may be liable to any other person, during or in connection with my participation in the Trip/Event. I UNDERSTAND THAT THIS MEANS THAT I CANNOT HOLD THE RELEASED PARTIES RESPONSIBLE, EVEN IF THEIR NEGLIGENCE CONTRIBUTES TO ANY PERSONAL INJURIES, INCLUDING DEATH, OR PROPERTY LOSS OR DAMAGE THAT I MAY SUFFER.

#### **IV. Conduct**

I understand and agree that during the Trip/Event, I remain required to comply with all FIT regulations and policies, including but not limited to those described in the *Student Rights and Responsibilities Policy Manual*, and all federal, state, and local laws and regulations. I further agree to abide by any rules, standards, policies and instructions given by any organization or institution hosting or providing services for the Trip/Event. I understand that during the Trip/Event, I must stay with the group as specified by the direction of the Chaperone/Advisor, including departing and returning with the group. Any deviation from the established itinerary or activities of the Trip/Event is done at my sole, voluntary risk and may subject me to restrictions on future participation in FIT-related Trips/Events.

FIT reserves the right to decline to accept or retain me in the Trip/Event at any time should my actions or general behavior impede the operation of the Trip/Event or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure or law, I understand that I may be required to leave the Trip/Event at the sole discretion of FIT, I may be referred to the appropriate FIT officials for further disciplinary or other action. In such an event, I will leave the Trip/Event under the direction of FIT and at my own expense.

#### **V. Consent to Use Name and Likeness**

I understand that photographs, video recordings, and audio recordings may be taken during or in connection with the Trip/Event. I permit FIT to use my name and any photographs, video recordings, audio recordings, and any other

recordings taken during or in connection with the Trip/Event in any medium for educational, communication, advertising, marketing, or other trade purposes. I waive any right to inspect or approve any such media, and I understand that I will receive no compensation for this consent.

## VI. General Provisions

I agree that the terms of this Assumption of Risk and Liability Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof, and that if any portion of this Assumption of Risk and Liability Release is held invalid, the balance thereof shall, notwithstanding, continue in full legal force and effect.

I understand that, consistent with SUNY policy, FIT will not inquire into criminal history in admissions applications and instead asks about criminal history only after acceptance in order to determine eligibility to participate in housing/residential life, study abroad, an internship, or certain clinical or field experiences (each a “covered activity”). I certify that I have not been convicted of a felony or, if I have, that I have disclosed the conviction and undergone review by FIT’s standing committee on prior felony convictions and have been approved to participate in this specific covered activity. I understand that if I have been convicted of a felony and have not received approval from the standing committee to participate in this specific covered activity, I am required to notify FIT so that the standing committee may review my conviction in accordance with the FIT policy on [Admission of Persons with Prior Felony Convictions](#).

I certify that I have read and understand this agreement, and I am signing it in consideration for the opportunity to participate in the Trip/Event. I understand that I am giving up substantial rights, including my right to sue the Released Parties in connection with the Trip/Event. I acknowledge that I am signing this agreement freely and voluntarily and intend for it by my signature to be a complete and unconditional release of all liability to the full extent allowed by law.

I further state that I am 18 years of age or older and am fully competent to sign this agreement, and that I fully intend to be bound by it. I understand that if I am signing this document electronically, my electronic signature is the legal equivalent of a signature affixed by hand.

Signature: _____	Date: _____
Student Name: _____	Student ID #: _____
Date of Birth: _____	Local Address: _____
Local Phone Number: (        ) _____	Mobile Phone Number: (        ) _____
<i>Emergency Contact Information:</i>	
Person to Contact: _____	
Relationship to Student: _____	Contact Phone Number: (        ) _____

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**Students:** Please return completed forms to the Chaperone or Advisor.

**Chaperones and Advisors of a Trip/Event:** You must **(1)** provide a copy of this completed form to the relevant EMSS Director or their designee (e.g., Director of Student Life, Director of Educational Opportunity Programs, Director of Residential Life, etc.) **and (2)** keep a copy of the form accessible during the Trip/Event for emergency contact purposes.

**Directors:** Directors are responsible for (1) keeping a copy of this form on file, (2) providing a copy of this form to the Department of Public Safety before any travel, and (3) notifying the respective Assistant Vice President of travel.