



Safeguarding Policy - Working with Minors/Adults at Risk Liability Waiver and Release Form

1. STATEMENTS

- 1.1 In order to create a safe and supportive environment for minors/adults at risk, who engage with our staff, students, apprentices and volunteers in the course of our work and University led activities, the University of Saint Joseph has implemented the Safeguarding Policy – Working with Minors/Adults at Risk.
- 1.2 I, hereby certify that I, the Participant’s legal representative, am at least eighteen years of age.
- 1.3 I, Participant’s legal representative am aware of the existing University Safeguarding Policy – Working with Minors/Adults at Risk and agree to abide by the rules and regulations as noted on the policy.
- 1.4 I, Participant’s legal representative, and understand and agree that no oral or written representations can or will alter the contents of this document.
- 1.5 This Liability Waiver and Release Form (the “Agreement”) is entered into as of the last signature date below, by and between University and Participant’s legal representative.

2. INFORMATION:

PARTICIPANT:

Name: (“Participant”)

Name of Participant’s Legal Representative:

Address:

Tel. number:

Dates of activity:

Location(s) of activity:

EMERGENCY CONTACT INFORMATION

Name of Activity Administrator:

Tel. number:

3. DESCRIPTION OF ACTIVITY:

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4. TERMS

- i. This Agreement is entered into as of the last signature date below, by and between the University of Saint Joseph (the ‘University’) and the Participant legal representative (legal guardian).
- ii. Participant’s legal representative acknowledges that this Agreement contains, among other provisions, the following contractual terms: an assumption of risk, a covenant not to sue, a release of the Participant’s claims, and indemnification obligations, and is fully competent and authorized to sign this Agreement.



- iii. In consideration for the University permitting Participant to engage in the activity, Participant, legal representatives, agrees as follows:

4.1 Assumption of Risk.

- i. Participant's legal representative declares that Participant is qualified, in good health, and in proper physical condition to participate in the activity;
- ii. Participant's legal representative acknowledges and understands that the activity may include but is not limited to the following:
 - a. physical activities (e.g., running, jumping, climbing); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (e.g., sun, wind, rain);
 - b. travel to and from the activity; and
 - c. consumption of food and/or beverage.
- iii. participant's legal representative acknowledges and understands that Participant may be exposed to certain risks that are inherent in participation in the activity. These risks may include but are not limited to such things as incidents related to the above-mentioned activities and other risks and dangers, whether known or unknown nor reasonably foreseeable;
- iv. Participant's legal representative knowingly and voluntarily, accepts, and assumes responsibility for each of the risks and dangers, that could arise out of, or occur during, Participant's engagement in the activity.

4.2 Severability/Governing Law:

- i. Participant's legal representative agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of Macau and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The Agreement shall be governed by the laws of Macao, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in Macao.

4.3 Health Insurance and Consent to Medical Treatment:

- i. Should Participant require emergency medical treatment as a result of accident or illness arising during the activity, Participant's legal representative consents to such treatment. Participant's legal representative acknowledges that the University will not provide health and accident insurance for Participant, and Participant's legal representative agrees to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

4.4 Likeness Release:

- i. Participant's legal representative authorizes the University, acting through its agents, employees, or representatives, to take photograph, video, and/or audio recordings of Participant, including Participant's name, image, likeness, performance, and/or voice ("recordings") for the University use and educational purposes;
- ii. Participant acknowledges that Participant is not expecting to receive compensation for participating in the Activity.

4.5 Personal Travel:

- i. Participant's legal representative understands that activities or independent travel conducted by Participant's legal representative before, during or after the activity, shall be unsupervised by the University, its agents or employees;
- ii. Participant's legal representative agrees that in the event that Participant becomes detached from the group or unable to remain with the group for any reason not within the control of the University, Participant's legal representative will bear all responsibility and costs incurred to seek out, contact and reach the group at its next available destination, or to return home.



- iii. Participant's legal representative understands that if Participant voluntarily leave the Activity for any reason, including, but not limited to, illness, Participant's legal representative will be responsible for any and all costs associated with Participant return home and that there will only be a refund, if appropriate, in accordance with the University policies.

4.6 Research:

- i. Participant's legal representative authorizes Participant to take part in the research/study and consents the University to use information/data that is obtained in connection with this study for educational or medical purposes only if such information does not identify Participant.

5. ACKNOWLEDGMENT

- i. Participant's legal representative understands the legal consequences of signing this document, including:
 - a. releasing the University and its trustees, officers, directors, employees, and agents from all liability on behalf of the Participant;
 - b. promising not to sue the University and its trustees, officers, directors, employees, and agents of any liability on behalf of the Participant; and
 - c. assuming all risks of participant's participation in this activity, including travel to, from, and during the activity.
- ii. Participant's legal representative understands that Participant's legal representative are responsible for Participant obligations and acts as described in this Agreement.
- iii. Participant's legal representative agrees to be bound by the terms of this Agreement. Participant's legal representative declares to have read this document, and is signing it freely and voluntarily.

I, Participant's legal representative have carefully read and freely signed this Liability Waiver and Release Form

Participant's legal representative Signature

Date