



**BERRY COLLEGE OFFICE OF ADMISSION
WAIVER, RELEASE AND INDEMNITY AGREEMENT FOR PROSPECTIVE STUDENTS**

- I. The undersigned is a prospective student (the "Prospect") to Berry College (the "College") who is visiting the campus. This visit may involve attending classes, participating in social events, taking meals, and staying overnight in campus housing (the "Activities"). The College does not assume liability for the ordinary risks associated with such Activities. Accordingly, the College requires that the Prospect sign this General Waiver, Release and Indemnity Agreement.
- II. _____, (Please Print Name) the Prospect, in consideration for representatives, hereby forever releases and discharges the College, its trustees, officers, faculty, staff, employees, and agents (the "Released Parties"), from any and all liability arising out of the Prospect's participation in the Activities, including, without limitation, liability for any claims or causes of action whatsoever arising out of any damage, loss, or injury (including death), to the Prospect or to property owned by or in the custody of the Prospect of the Prospect while engaged in such activities.
- III. The Prospect, in consideration for being permitted to participate in the Activities, further agrees to assume the liability for, and indemnify and defend the College from, any and all claims or damages for any sickness, personal injury, death, property damage or any other loss that may arise, either wholly or in part, out of any negligent, intentional or other act or omission by the Prospect in connection with the Activities, including those claims or damages that may arise out of the joint or concurrent negligence of a third party, the Released Parties, or any of them.
- IV. In the event that the Prospect supplies any automobile in order to transport himself or others in connection with the Activities, the Prospect warrants that the Prospect has a valid automobile operator's license and is covered by liability insurance then in force.
- V. Neither the College, nor its program directors, faculty members, employees, nor other agents, assume any responsibility or liability for the personal conduct of Prospect. In the area of personal behavior, the Prospect understands that he/she is required to make personal decisions for which the College does not assume responsibility or liability.

Prospect's Name (Print)	Prospect's Signature	Date

Parent/Guardian's Name (Print)	Parent/Guardian's Signature	Date