BENTLEY UNIVERSITY COMMENCEMENT WEEK
WAIVER OF LIABILITY AND RELEASE AGREEMENT

I am registering to participate in Bentley University Commencement Week activities including but not limited to the trip to the Bahamas (the “Trip”) and the Commencement Ball (the “Ball”), (collectively the “Activities”). The Trip includes travel to and from the Bahamas on Miami Air, a chartered airline, lodging in the Atlantis Resort, and participation in activities in the Bahamas. The dates of the Trip (May 10-14, 2015), Ball (May 8, 2015) and other related Activities between May 7 - May 16, 2015 are covered in this agreement.

In completing this registration, I acknowledge and agree to the following:

**Risks of Travel.** I acknowledge and agree that there are certain dangers, hazards and risks inherent in participating in these Activities, including but not limited to, risks related to travel and personal safety, risks of minor, serious or mortal personal injury and risk of damage or loss of property. I acknowledge that I have read and understand the Bentley University Student Handbook and will read any additional materials provided to me concerning the Activities. In participating in this trip, and in signing this Agreement, I freely and voluntarily assume all risks inherent in, arising from or related to my participation in the Activities and agree that Bentley University, its current and former trustees, officers, directors, employees, attorney, representative, agents and Senior Class Cabinet of 2015 shall not be responsible for any risks or harm.

**No Refunds/Transfers.** I understand that I will not receive any refunds of any monies including but not limited to my initial deposit if I am unable to attend the Trip for any reason, including but not limited to financial holds on by Bentley account; my being placed on disciplinary or residential probation or suspension; failure to complete all requirements for Commencement Week (deposits, payment deadlines); violations of University, local, state or federal laws, policies, rules and regulations, health or personal issues. I also understand that my ticket to the Ball is neither refundable nor transferable.

**THERE ARE NO REFUNDS.**

**Conduct.** While Bentley staff will be present on the Trip, I acknowledge and agree that I am responsible for my own conduct and decisions and the consequences of those decisions. I agree to abide by all University policies, rules and regulations as well as any local, state or international laws or regulations that apply to me. I acknowledge that my conduct and disciplinary record will be subject to review prior to Commencement Week and that Bentley, in its sole discretion, may restrict my participation in some or all of the activities as a result of that review. I also agree that Bentley may, at any time during the trip, remove me from the trip, require me to return immediately to Boston at my own expense and notify my emergency contact. I also understand that my conduct on this trip may affect my ability to graduate or to participate in Commencement.
Financial Obligations. I understand and agree that the basic cost of the Trip covers my airfare (subject to any fuel surcharge) and my hotel accommodations. I understand that in order to check into the Atlantis Resort, I will need a valid credit/debit card in my name and that the Atlantis will hold and maintain $200 on that card to cover incidentals. This is a per person requirement not a per room requirement. I understand that it is strongly recommended that I not travel without a credit line of at least $1,000 prior to the trip on a major credit card to handle incidental expenses and unanticipated situations and emergencies. I understand that I may be charged a fuel charge of not more than $100 if a fuel surcharge is imposed by Miami Air.

Health/Insurance. I do not have any pre-existing conditions that will impact my ability to participate in the Activities. I understand that medical care is limited in the Bahamas and that medical care will require full prepayment. I understand that I may need to be responsible for my own medical and personal decisions and that staff may not be available to assist me. If I become aware of any medical condition prior to or during Commencement Week, that may impact my participation or require accommodation, I will raise the issue with the Associate Dean for the Center for Health and Wellness prior to the Trip and I authorize the Center for Health and Wellness to discuss any concerns about my participation with the Vice President for Student Affairs/Dean of Students or other University official as necessary. I acknowledge that my health insurance coverage will be in full force and effect during the Trip.

Bentley’s Rights and Powers. Bentley retains the right to cancel or alter or change any portion of the Activities as the Institution deems necessary, advisable or appropriate, including but not limited to air carriers, flight schedules, lodging, island transportation, events and activities.

Governing Law/Severability. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof. If any court of competent jurisdiction holds any term to be illegal, unenforceable or in conflict with any law governing this Agreement, the remaining portions shall not be affected thereby.

Eligibility. You must be determined eligible to walk or have successfully petitioned to graduate to participate in Commencement Week. It is strongly advised that you review your Degree Audit Summary and academic policies regarding Commencement before registering for the trip. Degree audits will be conducted immediately prior to the trip and students not eligible to walk in Commencement will not be allowed to participate and will not receive a refund. You must submit a valid passport by April 1, 2015, which does not expire six months after the Commencement Week travel dates.
RELEASE

With full knowledge of these dangers, and in consideration for my participation in the Trip, I confirm that I have read this release and voluntarily assume all risks of such injury, death or damage. I hereby agree to RELEASE Bentley University (the “University”) and any of its volunteers, employees, agents, officers, directors, and representatives from any and all liability, claims, demands, actions or causes of action whatsoever, 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 whether caused by the negligence of the University or otherwise while participating in the Trip, upon the premises where the Trip is being conducted or while traveling to or from the place where the Trip will be taking place.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY AGREEING TO IT I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE CLAIM against Bentley University or any of its volunteers, employees, agents, officers, directors, or representatives which may arise during my participation in the Trip.

I intend this RELEASE OF LIABILITY to be effective whether or not any injury, death, or damage RESULTS FROM NEGLIGENCE of Bentley University or any of its volunteers, employees, agents, officers, directors, or representatives. I understand that negligence means failure to do an act which a reasonably careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances to protect himself, herself or others from injury or death.

I agree to be solely responsible for my own safety and to take every precaution to provide for my own safety and well-being while participating in the Trip. I further agree to indemnify and hold harmless the University for any loss, liability, damages or costs that the University may incur due to my participation in this Trip. I intend for this release to bind not only me but also my spouse, family, heirs and anyone claiming by or through me.

I HAVE READ THIS RELEASE AGREEMENT AND HAVE FULLY INFORMED MYSELF OF ITS CONTENTS BEFORE I HAVE FREELY SIGNED IT.