

NPPWSS – Agreement and Release Form (Revised 9/17/2008)

Last Name: _____
First Name: _____
Address 1: _____
Address 2: _____
Phone Number (to include area code): _____
Date of Birth: _____

The New Plains Press Workshops in Sicily (hereafter referred to as the “NPPWSS” Program) a program managed and handled by Summerfield Publishing of Auburn, AL, with workshops managed in Taormina, Sicily, Italy, with no permanent offices in this Italian location, carries with it certain risks, risks involved to both person and property. Therefore, in consideration for my participation in the NPPWSS program, I hereby agree as follows:

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT.

1. Acknowledgement and Understanding Regarding Assumption of Risks

- ❖ I acknowledge and understand that as a participant writing workshop student, participating in the NPPWSS Program, housing and other accommodations are provided for my convenience, safety and security.
- ❖ I acknowledge and understand that the NPPWSS Program is a “group” program and as such, I will be expected to accept the will of the majority whenever a matter of choice is presented to the group.
- ❖ I acknowledge and understand that Summerfield Publishing reserves the right to enforce standards for appropriate conduct and behavior and may, at the discretion of its workshop leaders, administrators or designated local resident program directors, terminate me from in the Program when my conduct is incompatible with established rules set by Summerfield Publishing, and those standards set by the group. Should my participation be terminated, I hereby acknowledge my consent to being sent home at my own expense without refund of fees.
- ❖ I acknowledge and understand that, as a participant in the NPPWSS Program, there are dangers, hazards and inherent risks not found in study domestically to which I may be exposed when traveling to and in a foreign country. These include risks, both known and unknown, involved in traveling to and within, and returning from, one or more foreign countries; delays, delayed or changed departure or arrival times; fare changes; dishonors of hotel, airline or vehicle rental reservations; missed carrier connections; risks of sickness, disease and serious physical injuries (including death); temporary or permanent disability; public health risks; economic losses; damages; property damage; weather; strikes; acts of God; terrorism; war; quarantine; foreign political, legal, social, and economic conditions (including terrorist activities, social or labor unrest); different standards of design, safety and maintenance of utilities, buildings, public places and conveyances; criminal activity; inconveniences; cessation of operations; mechanical defects and failure or negligence of any nature howsoever caused. I acknowledge and understand that neither New Plains Press, Summerfield Publishing, and its temporary representatives, nor any of the participants of the group are responsible for the payment of my conveyance to and from Sicily.
- ❖ I acknowledge and understand that any independent traveling and/or living in a foreign country outside of the NPPWSS Program and the supervision, safety and security provided, may expose me to additional risks and dangers, both known and unknown.
- ❖ I acknowledge and understand that Summerfield Publishing on occasion may use either statements by me or my photograph in publicity materials for the company's benefit. I hereby give Summerfield Publishing, Auburn, AL, my full consent to use either my statements or my photographic likeness for the benefit of Summerfield Publishing and its NPPWSS program.

Therefore, to participate in the NPPWSS Program and with full knowledge of the dangers and risks imposed (including the risks inherent in travel by aircraft) and other hazards that may be either foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, I, for myself, my heirs, personal representatives and assigns, expressly and voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling during the NPPWSS Program.

2. Release of Claims

I hereby release Summerfield Publishing, its temporary staff, fellow participants, and all other officers, directors, employees and agents (hereafter “the Press”) from any and all liability, claims, demands, damages, costs, expenses, actions and causes of action, for any right of action that may accrue to myself, or my heirs or representatives, for any injury or loss that I may suffer while participating in the NPPWSS Program. This agreement is binding on my heirs and assigns. I understand that this release includes

all transportation to and from the NPPWSS Program and all aspects of my time overseas, whether my activities are directly related to the program or not.

3. Hold Harmless

I furthermore release, indemnify and hold harmless “the Press” from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that I may suffer, or for which I may be liable to any other person, that may or does arise out of my participation in the NPPWSS Program.

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. I have been given ample time to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assigns.

Student Name: _____

Signature: _____

Date: _____