

Housing Agreement for First Year Orientation Program

Institution: Paul Smith's College

Program Dates: (circle your date of attendance) Friday May 30th- Saturday May 31st 2025
Friday June 6th- Saturday June 7th 2025

Participant Name:

Date of Birth:

Guardian Name (if participant is a minor):

Acknowledgment of Risk

I, [Participant's Name], and my parent/guardian (if applicable), hereby acknowledge that participation in the First Year Orientation Program involves potential risks. These risks include those associated with staying in the Paul Smith's College housing. These risks include, but are not limited to, personal injury, illness, property damage, and loss, stemming from causes such as accidents, the condition of facilities, travel related to the Program, and the actions of other participants.

Accommodation Provided

Participant will be granted a nonexclusive license to use the furnished, residential Unit assigned by the College, or such other unit as the College may assign or reassign (the "Unit") during the Program Dates, subject to all provisions of this Agreement. This license is personal, and it is neither assignable nor transferable. Participant acknowledges that Participant's use of the Unit may be in common with that of another participant,

The College has the right to terminate this Agreement in the event that a participant should violate any terms of this Agreement, or any policies of the College as found in the Community Guide, Guide to Residential Living, and other College documents.

This Agreement does not promise or guarantee the Participant assignment to a particular building or room. The College reserves the right to re-assign the Participant(s) or remove the participant from housing based upon the inability to be an effective roommate and a positive member of a community, according to the process set forth in the Community Guide.

Limited Supervision

I understand that while participating in this Program, supervision by College staff will be limited. Supervisory personnel will be available to assist with emergencies and enforce the Program rules, but they are not responsible for direct, continuous oversight of each individual participant.

Code of Conduct

I agree to comply with all rules and regulations set forth by Paul Smith's College, including its Conduct Expectations. I understand that failure to adhere to these rules and regulations may result in disciplinary action and/or immediate removal from the Program at my own expense.

Assumption of Risk

I voluntarily agree to assume all risks associated with participating in this Program, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation.

Release and Waiver of Liability

I hereby release, waive, discharge, and covenant not to sue Paul Smith’s College, its governing board, officers, employees, participants, agents, and volunteers ("Releasees") from any and all liability to me, my personal representatives, assigned heirs, and next of kin for any loss or damages, and any claim or demands on account of injury to my person or property or resulting in my death, arising from my participation in this Program, whether caused by the negligence of the Releasees or otherwise.

Indemnity Agreement

I agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs they may incur due to my participation in the Program, whether caused by negligence of the Releasees or otherwise.

Medical Treatment

In case of physical injury or illness during the course of the Program, I hereby give my consent for emergency medical care provided by ambulance or hospital personnel. This consent extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

Personal Property

I acknowledge that I am responsible for my personal property during my participation in the Program and that Paul Smith’s College is not responsible for loss or damage to personal property.

Photographic Release

I grant permission to Paul Smith’s College to photograph and record my participation in the Program. I agree that these images and audio/video recordings may be used for educational, promotional, and informational purposes without compensation.

Agreement Scope and Territory

This agreement shall be governed by the laws of the State of New York and is intended to be as broad and inclusive as permitted by that law.

Acknowledgment of Understanding

I have read this waiver of liability, assumption of risk, and indemnity agreement, and I fully understand its terms. I acknowledge that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Signature: _____

Date: _____

Parent/Guardian Signature (if participant is a minor): _____

Date: _____