

GRANTEE TRAVEL WAIVER OF LIABILITY AND AGREEMENT TO HOLD HARMLESS

THIS **GRANTEE TRAVEL WAIVER OF LIABILITY AND AGREEMENT TO HOLD HARMLESS** (this “Agreement”) is made and entered into on the ___ day of _____, 20___, by and between Alumni Association - College of Medicine State University of New York Health Science Center at Brooklyn, a New York Non-Profit Corporation with an office at 450 Clarkson Avenue MSC 1204, Room BSB 1-6, Brooklyn, NY 11203-2098 and (“Alumni Association”), Alumni Fund - College of Medicine State University of New York Health Science Center at Brooklyn, a New York Non-Profit Corporation with an office at 450 Clarkson Avenue MSC 1204, Room BSB 1-6, Brooklyn, NY 11203-2098 (“Alumni Fund”) and _____, an individual with an address at _____ (“Grantee”). Alumni Association, Alumni Fund, and Grantee may hereinafter be referred to individually as a “Party” and collectively as the “Parties.

RECITALS

WHEREAS, Grantee is a recipient of the _____ (the “Grant”) from the Alumni Fund;

WHEREAS, in connection with the Grant, Grantee will be traveling to and from _____ and eligible to participate in certain educational activities and may provide certain professional services in connection therewith (including, without limitation, professional medical services) (the “Activities”); and

WHEREAS, in consideration of the Grant, Grantee’s eligibility to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee has agreed to release and hold harmless the Alumni Association and the Alumni Fund with respect to any and all potential future liabilities resulting from, or related to, the Activities; and

WHEREAS, the Parties desire to enter into this Agreement, which sets forth their respective rights and responsibilities in connection with such release.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and undertakings of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. RELEASE & COVENANT NOT TO SUE. In consideration of Grantee’s receipt of the Grant, Grantee’s eligibility to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby covenants, agrees, represents and warrants for and on behalf of Grantee and Grantee’s heirs, executors, administrators, representatives, agents, successors and assigns (the “Releasors”) to irrevocably and unconditionally release, settle, cancel, waive, acquit and discharge Alumni Association and Alumni Fund as well as their affiliates and their respective owners, officers, directors, managers, employees, agents, representatives, successors and assigns (collectively, the “Releasees”), to the fullest extent permitted by applicable law, from any and all claims, actions, demands, damages, judgments, debts, liens, losses, liabilities, costs and expenses of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, direct or indirect, fixed or contingent, whether based in tort, contract or any other theory of recovery, and regardless of the theory of damages whether said claims are based in law or in equity, which any of the Releasors may at any time hereinafter have or claim to have, against any of the Releasees resulting from or arising out of the Activities, or travel to or from the Activities (the “Released Claims”). Grantee further agrees that in the event that any of the Releasors should bring a Released Claim on Grantee’s behalf, that Grantee hereby waives and forfeits any right to recovery under said claim and

will exercise good faith efforts to have such claim dismissed with prejudice, and the Grantee (or Releasor, as applicable) shall reimburse the Releasees for all costs and expenses incurred by or on behalf of the Releasees in defending such matter, including, without limitation, reasonable attorneys' fees.

2. **ACKNOWLEDGEMENT.** By signing this Agreement Grantee hereby acknowledges and agrees that Grantee is aware of the risks involved and hazards connected to the Activities, including but not limited to travel risks. Grantee hereby elects to voluntarily participate in the Activities with full knowledge that such Activities may be hazardous to Grantee and Grantee's property. Grantee hereby voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by Grantee, or any loss or damage to property owned by Grantee, as a result of being engaged in, traveling to and from, or in any other way related to the Activities, whether caused by the negligence of the Releasees or otherwise. Grantee further acknowledges that neither the Alumni Fund nor the Alumni Association maintain any medical, health insurance, personal injury or other such insurance policies which would provide coverage to Grantee with respect to Grantees participation in, or travel to and from, the Activities. As such, Grantee acknowledges and agrees that Grantee should review Grantee's personal insurance portfolio, especially accident/medical coverages with respect to Grantee's participation in, and travel to and from, the Activities. Grantee acknowledges that this agreement creates a permanent bar against the filing of any lawsuit or the assertion of any claim whatsoever against any of the releasees with respect to any acts, omissions, obligations, breaches, or damages arising or occurring due to Grantees participation in the activities, unless the law explicitly prohibits such bar, in which case, Grantee acknowledges that Grantee shall not be entitled to recover any individual relief or other individual remedies.

3. **Indemnification.** Grantee shall indemnify, defend and hold harmless the Releasees from and against any and all losses, demands, causes of action, judgments, claims, lawsuits, proceedings, liabilities, penalties, fines, damages, debts, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) of every kind and nature, imposed upon, incurred by, or asserted against any of the Releasees Parties arising from or relating to a Released Claim except to the extent covered by insurance.

4. **Miscellaneous.** This Agreement constitutes the complete and exclusive statement of the agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written, oral or otherwise, with respect to such subject matter. No agreements, promises, covenants, representations, warranties or indemnities have been made or relied upon by any of the Parties hereto, other than those that are expressly herein set forth. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the Party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally. Any and all notices and other correspondence required or permitted to be given in connection with, or pursuant to, this Agreement shall be in writing and delivered by hand, by recognized national overnight courier that provides receipt against delivery, or by deposit in the United States mail, registered or certified mail, return receipt requested, with full postage or charges prepaid. The notice shall be addressed to the recipient at the address set forth above, or to such other addresses as the Parties may, from time-to-time, designate by written notice to each other in the foregoing manner. Notices given by mail shall be deemed effectively given on the earlier of the date shown on the proof of receipt of such mail or, unless the recipient proves that the notice was received later or not received, three (3) days after the date of mailing thereof. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction. Any controversy, dispute or disagreement arising out of or relating to this Agreement shall be venued in the courts of Kings County within the State of New York. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns. All articles, section and paragraph titles and captions contained in this

Agreement are for convenience only and are not deemed a part of the context hereof. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the persons may require. The words “include” and “including” shall be deemed to be followed by the phrase “without limitation”; and the terms “hereof,” “herein” and “hereunder” and words of similar import shall be deemed to refer to this Agreement (or such other cross-referenced document) as a whole and not to any particular provision, unless the context clearly indicates otherwise. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts shall collectively constitute one and the same agreement which may be sufficiently evidenced by one counterpart. Signatures exchanged via facsimile or pdf/email shall be binding. The absence of witness’s signature, if such signature is required hereunder, shall not defeat or undermine execution hereof or the validity of a Party’s signature as long as each Party’s respective signature is affixed to the signature page hereof. It is the intent of the Parties that this Agreement shall be enforced to the fullest extent permissible by Law. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, then the validity and enforceability of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable Law, and, in its modified form, such provision shall then be enforceable.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date first written above.

ATTEST:

ALUMNI ASSOCIATION:

**Alumni Association - College of Medicine State
University of New York Health Science Center at
Brooklyn**

By: _____

Print Name: _____

Title: _____

ATTEST:

ALUMNI FUND:

**Alumni Fund - College of Medicine State
University of New York Health Science Center at
Brooklyn**

By: _____

Print Name: _____

Title: _____

GRANTEE:

Print Name: _____