

THIS IS A RELEASE! READ BEFORE SIGNING!

**WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT (RELEASE)**

Release executed by _____ whose
address is _____, hereinafter
referred to as STUDENT, to Lynn University, Inc., a Florida corporation not for profit,
hereinafter referred to as UNIVERSITY.

**1.0 STUDENT Desire to Participate in University Pre-Orientation Program
Adirondack Experience**

1.1 STUDENT is a student qualified for, accepted, and enrolled in
UNIVERSITY. STUDENT wishes to participate in the UNIVERSITY Summer 2012 Pre-
Orientation Program, Adirondack Experience, hereinafter referred to as ADIRONDACK
EXPERIENCE, on location in Lake Placid, New York. It is expressly acknowledged that
STUDENT is not required to participate in ADIRONDACK EXPERIENCE..

1.2 STUDENT hereby grants UNIVERSITY permission, without
compensation, to use any individual or group photographs taken during ADIRONDACK
EXPERIENCE showing STUDENT in ADIRONDACK EXPERIENCE activities, or activities
incidental thereto, for publicity and brochure purposes.

2.0 Waiver of UNIVERSITY Liability for the Risks and Dangers

2.1 STUDENT understands that there are certain known and unknown,
dangers, hazards, and risks inherent in travel and the activities included in ADIRONDACK
EXPERIENCE, and which also could include serious injury, death, disability, and/or property
damage, and that UNIVERSITY cannot and does not assume responsibility for any such personal
injuries or property damage.

3.0 STUDENT Responsibility for Medical Needs

3.1 STUDENT assures UNIVERSITY that STUDENT having consulted with
a medical doctor with regard to STUDENT's personal medical needs such that STUDENT can
and does further state that there are no health-related reasons or problems which preclude or
restrict STUDENT's participation in ADIRONDACK EXPERIENCE; that STUDENT is

physically able to participate in ADIRONDACK EXPERIENCE; and that STUDENT is not taking any herbal or medicinal supplement or prescription that could impact STUDENT's participation in ADIRONDACK EXPERIENCE.

3.2 STUDENT is aware of all applicable personal medical needs as well as having arranged for adequate hospitalization insurance to meet any and all needs for payment of hospital costs while undertaking ADIRONDACK EXPERIENCE. STUDENT agrees that UNIVERSITY cannot be and is not responsible for attending to any of STUDENT's medical or medication needs, that STUDENT assumes all risk and responsibility therefor, and that if STUDENT is required to be hospitalized during ADIRONDACK EXPERIENCE, UNIVERSITY cannot and does not assume any legal responsibility for payment of such costs.

4.0 Disclaimer of UNIVERSITY Responsibility

4.1 STUDENT understands that UNIVERSITY in no way represents, or acts as agent for the transportation carriers, hotels, and other suppliers of services connected with ADIRONDACK EXPERIENCE. STUDENT further understands and agrees that UNIVERSITY, its governing board, employees, and agents are:

4.1.1 Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any vehicle or the negligence or default of any company or person engaged in providing or performing any of the services involved in ADIRONDACK EXPERIENCE;

4.1.2 Not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and

4.1.3 Not responsible for any disruption of travel arrangements or any consequent additional expenses that may be incurred therefrom.

5.0 UNIVERSITY Rights and Powers

5.1 UNIVERSITY reserves the following rights and powers:

5.1.1 The right to cancel without penalty the offering and conduct of ADIRONDACK EXPERIENCE; and

5.1.2 The right to make any alterations, and deletions in ADIRONDACK EXPERIENCE, including but not limited to, modifications in the itinerary at any time and for

any reason, with or without notice, and UNIVERSITY shall not be liable for any loss whatsoever to STUDENT.

6.0 Potential Travel and Accommodation Problems

6.1 STUDENT acknowledges and agrees to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or any unforeseen causes. STUDENT acknowledges and understands that UNIVERSITY assumes no liability whatsoever for any loss, damage, destruction, theft or the like to STUDENT's luggage or personal belongings, and that STUDENT has retained adequate insurance or has sufficient funds to replace such belongings and will hold UNIVERSITY harmless therefrom.

6.2 STUDENT acknowledges and understands that in the event STUDENT becomes detached from ADIRONDACK EXPERIENCE participants, fails to meet a departure bus, airplane, or train, or becomes sick or injured, STUDENT will bear all responsibility to seek out, contact, and reach ADIRONDACK EXPERIENCE participants at the next available destination; and that STUDENT shall bear all cost attendant to reaching ADIRONDACK EXPERIENCE participants at the next available destination.

7.0 Legal Problems

7.1 STUDENT acknowledges and understands that should STUDENT have or develop legal problems at anytime during ADIRONDACK EXPERIENCE, STUDENT will attend to the matter personally with STUDENT's own personal funds. UNIVERSITY is not responsible for providing any assistance under such circumstances.

8.0 Acceptable Conduct by STUDENT

8.1 STUDENT is aware of the expected behavior of STUDENT while participating in ADIRONDACK EXPERIENCE. Additionally, STUDENT is aware that there is certain behavior that is unacceptable and could lead to possible disruption of STUDENT's participation in ADIRONDACK EXPERIENCE. STUDENT assures UNIVERSITY that STUDENT shall act in an appropriate manner at all times. Such behavior shall include time when in the company of other ADIRONDACK EXPERIENCE participants and when STUDENT may be physically separated from ADIRONDACK EXPERIENCE participants.

8.2 STUDENT acknowledges and agrees that UNIVERSITY reserves the right to decline to accept or retain STUDENT in ADIRONDACK EXPERIENCE if STUDENT's actions or general behavior impede the operation of ADIRONDACK EXPERIENCE or the rights or welfare of any person.

8.3 STUDENT acknowledges and agrees that if STUDENT's conduct violates any policy or procedure of UNIVERSITY, STUDENT may, in the sole discretion of UNIVERSITY, be required to leave ADIRONDACK EXPERIENCE, and STUDENT may be subject to further disciplinary action. In such an event, no refund will be made for any unused portion of ADIRONDACK EXPERIENCE. STUDENT shall be fully responsible for all costs attendant to leaving ADIRONDACK EXPERIENCE.

9.0 Governing Law; Forum/Severability

9.1 STUDENT further agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and Palm Beach County, Florida, shall be the forum for any lawsuits filed under or incident to this Agreement or ADIRONDACK EXPERIENCE, without giving effect to the application of the principals pertaining to conflicts of law. The term and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

10.0 Assumption of the Risks Involved/Indemnification and Hold Harmless

10.1 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in ADIRONDACK EXPERIENCE, STUDENT, individually, and on behalf of his/her heirs, successors, assigns and personal representatives, agrees to assume all the risks and responsibilities surrounding STUDENT's participation in ADIRONDACK EXPERIENCE, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance, to the fullest extent permitted by law, releases, and forever discharges, waives, and covenants not to sue UNIVERSITY, its governing board, officers, agents, employees, and any students acting as employees (hereinafter individually and collectively referred to as Releasees), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever, which STUDENT may have or which may hereafter accrue to STUDENT, arising

out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by STUDENT or by any property belonging to STUDENT, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from where ADIRONDACK EXPERIENCE or any adjunct to ADIRONDACK EXPERIENCE occurs or is being conducted.

10.2 STUDENT, individually, and on behalf of his/her heirs, successors, assigns and personal representatives, hereby agrees to indemnify, defend and hold harmless Releasees from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with STUDENT's participation in ADIRONDACK EXPERIENCE or any travel incident thereto.

10.3 STUDENT expressly intends that this Waiver of Liability and Hold Harmless Agreement shall bind the members of STUDENT's family and spouse, if STUDENT is alive, and STUDENT's family, estate, heirs, administrators, personal representatives, or assigns, if STUDENT is deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant Not To Sue the above-named Releasees from any claim by STUDENT or STUDENT's family, arising out of STUDENT's participation in ADIRONDACK EXPERIENCE.

10.4 IN THE EVENT THAT THIS WAIVER AND RELEASE IS FOUND TO BE INVALID, UNENFORCEABLE, OR VOID, IN WHOLE OR IN PART, FOR ANY REASON, THEN STUDENT ACKNOWLEDGES AND AGREES THAT IN NO EVENT, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE RELEASEES, OR ANY OF THEM, SHALL THE RELEASEES' AGGREGATE LIABILITY TO RELEASORS OR ANY OTHER PERSON EXCEED ANY APPLICABLE INSURANCE LIMITS, AND IN NO EVENT SHALL RELEASEES, OR ANY OF THEM BE LIABLE TO ANY PERSON FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR ANY INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, LOST EARNINGS, LOST REVENUES, OR LOSS OF CONSORTIUM OR COMPANIONSHIP (EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES) WHETHER BASED UPON STATUTE, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

11.0 Authorization for Medical Treatment

11.1 STUDENT understands and agrees that Releasees do not have medical personnel available at the location of ADIRONDACK EXPERIENCE, during transportation, or in any location connected with ADIRONDACK EXPERIENCE. STUDENT understands and agrees that Releasees are granted permission to authorize medical treatment, if deemed necessary in Releasees' sole discretion, and that such action by Releasees shall be subject to the terms of this Agreement. STUDENT understands and agrees that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized medical treatment, including but not limited to medical malpractice.

12.0 Miscellaneous

12.1 In signing this Agreement, STUDENT acknowledges and represents that STUDENT has received the opportunity to review this Agreement with an attorney, has become fully informed of the content of this Waiver of Liability and Hold Harmless Agreement (Release) by reading it before signing it, and by signing this document as STUDENT's own free act and deed confirms that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

12.2 STUDENT executes this Waiver of Liability and Hold Harmless Agreement (Release) for full, adequate, and complete consideration fully intending to be bound by the same.

12.3 STUDENT states that STUDENT is at least eighteen (18) years of age and fully competent to sign this Agreement.

12.4 Where necessary or appropriate to the meaning thereof, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others.

12.5 The captions and headings in this Agreement are for convenience of the reference only and in no way limit the scope or content of this Agreement or in any way affect its provisions.

**THIS IS A RELEASE OF LEGAL RIGHTS.
READ AND UNDERSTAND BEFORE SIGNING.**

STUDENT

WITNESS

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Student ID #: _____