

St. Clair County Community College Activity Waiver
Form

Assumption of Risk, Waiver, and Release from Liability

In consideration for being allowed to participate in: _____ through St. Clair County Community College ("College"), I agree as follows:

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ASSUMPTION OF RISK: Participation in this class/activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, including: minor injuries such as scratches, bruises, and sprains; major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and catastrophic injuries including paralysis and death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the class/activities in which I wish to participate. I hereby assert that my participation is voluntary and that I knowingly assume such risks.

WAIVER: I for myself, my heirs, personal representatives or assigns, do hereby covenant not to sue, and release, waive, and discharge from liability the College, its elected and appointed officials, employees, agents, students and volunteers from any and all claims including the negligence of the class/activity resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observations and use of facilities, premises, or equipment.

INDEMNIFICATION AND HOLD HARMLESS: I agree to indemnify and hold harmless the College, its elected and appointed officials, employees, agents, students and volunteers from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, arising or resulting from my involvement in the class/activity and to reimburse them for any such expense incurred.

CONSENT FOR EMERGENCY TREATMENT: I consent to medical treatment for emergencies that occur during or are related to the class/activity and its facilities when I am unable to consent to such treatment

INSURANCE: I understand that I am solely responsible for any medical, health or personal injury costs relating to the class/activity, its facilities and equipment. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the class/activity, its facilities and equipment.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

POLICIES: I have received a copy of and agree to abide by all class/activity policies. Failure to do so may result in a suspension of my privilege to participate in the class/activity, its facilities and equipment.

PHOTOGRAPH RELEASE: I hereby authorize SC4 and its elected and appointed officials, employees, agents, students, volunteers, or anyone acting under its authority or permission, the irrevocable and unrestricted right and permission to:

- a) Record my participation and appearance on a videotape, audiotape, photograph, digital, electronic or any other medium.
- b) Use my name, likeness, voice and biographical material in connection with these recordings.
- c) Use, reproduce, exhibit or distribute in any medium (e.g., print publications, Internet) these recordings in whole or in part for any purpose that SC4 deems appropriate, including promotional or advertising efforts.

I waive any right that I may have to inspect or approve the finished product or products that may be used in connection therewith or the use to which it may be applied. I release, discharge, and agree to hold harmless SC4, its elected and appointed officials, employees, agents, students, volunteers, or anyone acting under its authority or permission, from liability by virtue of any distortion, alteration, inaccuracy, whether intentional or otherwise, that may occur or be produced in the recorded presentation material or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel, slander, false light, or invasion of privacy. I understand that all such recordings, in whatever medium, shall remain the property of SC4 and that I am not entitled to any compensation from SC4 for use of the recordings.

JURISDICTION. This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Michigan. The parties agree to use the State of Michigan for Jurisdiction and the County of St. Clair as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

SEVERABILITY. If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant(s) must sign in the presence of one (1) witness. If under the age of eighteen (18), participant(s) and guardian(s) must sign this agreement. IN WITNESS WHEREOF, participant(s) and guardian(s) (if applicable) have caused this release to be signed

this _____ day of _____, 20_____.

PARTICIPANT SIGNATURE

WITNESS SIGNATURE

Participant's Printed Name _____

Witness's Printed Name _____

Consent and Release on Behalf of Minor by Parent/Legal Guardian

I am the parent or legal guardian of the above named minor. I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. In consideration of permitting my minor child to participate in any activities and/or programs offered by College, I, for myself and my minor child, hereby **ACKNOWLEDGE, ACCEPT AND ASSUME ALL RISKS AND HAZARDS and WAIVE, RELEASE, COVENANT NOT TO SUE, AND HOLD HARMLESS** St. Clair County Community College, its elected and appointed officials, employees, students, agents and volunteers., with respect to any and all claims, injuries, liabilities or damages (including for negligence) arising out of or related to my minor child's participation in this program or its related activities. I AGREE AND UNDERSTAND THAT **THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT WILL EXTEND TO ALL CLAIMED WRONGFUL ACTS OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF MICHIGAN, INCLUDING THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.**

I agree to be bound by all the terms of this Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the participation in the activity of the minor.

PRINTED NAME: _____ SIGNATURE: _____ Date: _____