

**St. Clair County Community College**  
**Athletics Release of Liability, Indemnification, and Assumption of Risk**  
Collegiate Athletic Programs

As consideration for permitting the me to participate in any of the collegiate Athletic Programs (hereafter the "Program") offered by St. Clair County Community College ("College"), I agree as follows:

To comply with and follow all protocols, guidelines, or other safety procedures; follow all safety rules of the Program, instructor and College; and inform the instructor or College of conduct or condition which might endanger myself or others.

**ASSUMPTION OF RISK:** I understand that participation in the Program can involve certain risks, including, but not limited to: death; serious neck and spinal injuries resulting in complete or partial paralysis; concussion or brain damage; serious injury to virtually all bones, joints, muscles, and internal organs, severe cardiovascular stress; and that equipment provided for my protection may be inadequate to prevent injury. In addition, I understand that participation in the Program also involves incidental risks, including, but not limited to: travel to and from the site of the Program activity; participation at sites that may be remote from available medical assistance; the possible conduct of other participants; exposure to communicable and infectious diseases, including, for example, HIV, hepatitis, and COVID-19, which can lead to illness or death; and risk of theft, loss, or damage to my personal property, which may occur at any time arising out of my participation in this activity. I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the courses, activities and programs, or the negligent acts or omissions of Released Parties, and I expressly assume all such Risks and responsibilities for any damages, liabilities, losses or expenses which may be incurred as a result of my participation in the Program, and with knowledge for the risks and dangers, I assume all risks of participation in the Program and accept full responsibility for all damages or injury that may arise out of or result from my participation in the Program.

**RELEASE OF LIABILITY AND INDEMNIFICATION:** I, on behalf of myself, my heirs, executors, agents, administrators, assigns and all other persons claiming through me, voluntarily agree to and hereby knowingly, fully and completely waive and release College, its board members, officers, employees, students, volunteers or agents from any and all claims, demands, causes of action arising out of, or in any way connected with, my participation in the Program. This waiver and release includes, but shall not be limited to, waiver of the right to initiate, proceed with, or participate in any state or federal lawsuit, any administrative complaints, statutory or common law claims, that may arise against the College, its board members, officers, employees, students, volunteers or agents out of or in connection with my participation in the Program. I also agree to defend, protect, indemnify and hold harmless College, its board members, officers, employees, students, volunteers or agents from any and all claims, demands, causes of action that might hereafter be asserted, arising out of, or in any way connected with, my participation.

**INSURANCE:** I understand College does not carry participant insurance, and that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Program.

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

**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.

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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.

**GENERAL PROVISIONS:** This Agreement shall be governed by and construed under the laws of the State of Michigan. I agree that any legal action or proceeding relating to this Agreement, or arising out of any injury, death, damage or loss as a result of my participation in the Program shall be brought only in St. Clair County, Michigan.

I hereby warrant that I am of legal age and authorized to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including my rights and the rights of my heirs and next of kin and any legal and personal representative, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions, and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, voidable, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I hereby represent that (i) I am the person whose name appears below; (ii) am over the age of 18 and competent to enter into this Agreement; (iii) am in good health and in proper physical condition to participate in the Program; and (iv) am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Program. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Program, that I am responsible for my own safety and wellbeing at all times and under all circumstances while at the Program site.

\_\_\_\_\_  
Print Name

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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FOR PARENT/GUARDIANS OF PARTICIPANTS UNDER AGE 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to all of the provisions of the PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless COLLEGE, its Board Members, Officers, Employees, Volunteers and Students or agents from any and all liabilities related to my minor child's participation in the Program, related programs and activities, even if arising from the negligence of COLLEGE, its Board Members, Officers, Employees, Volunteers and Students or agents.

\_\_\_\_\_  
PARENT/GUARDIAN (print)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

\_\_\_\_\_  
EMERGENCY PHONE NUMBER