



Participation in Required or Voluntary College Activity – Off Campus
(If you are under age 18, a parent or guardian signature is required to participate.)

Waiver, Assumption of Risk & Release of Liability
Caution: This is a release of legal rights. Please read and understand BEFORE signing.

Check One: Voluntary Activity

Required Activity as Part of Coursework

Class/Project Title _____ **Activity Dates:** _____

Course/Club/Group _____

Lead Staff/Sponsor/Advisor _____

I hereby request to participate in the program/activity described above provided/sponsored by Delta College (“College”) a State of Michigan Community College. I understand the sole function of the faculty/staff/coordinator is to provide direction and instruction for the activity and it is my responsibility to know and obey all laws and rules to ensure my own safety. In exchange for being permitted to participate in the program/activity, the intangible value that I will gain by participation, and in recognition of the College’s reliance hereon, I hereby freely and voluntarily execute this “Release” and agree to all the following terms and conditions:

RISKS OF PARTICIPATION IN TRAVEL/STUDY/WORK: I understand that my participation in the College Program specified above involves risks. These risks include, without limitation, traveling to and within and returning from one or more locations; cultural, political, legal, social, transportation, health and economic conditions; criminal activity, civil unrest, war and terrorism; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local chemical, biological, animal, and environmental hazards; local medical facilities and providers; and weather conditions.

INSTITUTIONAL ARRANGEMENTS: I understand that the College is not an agent of, and has no responsibility for, any third party which may provide any services including educational services, activities, food, lodging, travel, or other goods or services associated with the Program. I understand that the College is coordinating these services only as a convenience to participants and that accordingly, the College accepts no responsibility, in whole or in part, for delays, loss, damage, injury or death whatsoever, caused to me or others, while working, while studying, while traveling, while staying in designated lodging, or while participating in any other Program activities. I further understand that the College is not responsible for matters that are beyond its control.

CANCELLATION OR CHANGE OF ITINERARY: I acknowledge that the College reserves the right to cancel the Program or to make any modifications to the Program as deemed necessary by the College, without penalty to the College. I understand that such change or cancellation may involve additional costs, and I agree that any such additional costs are entirely my responsibility.

INDEPENDENT ACTIVITY: I understand that the College is not responsible for any loss or damage I may suffer when I am acting independently or I am otherwise separated or absent from any Program related activity. In addition, I understand that any travel that I do independently on my own before or after the College sponsored Program is entirely at my own expense and risk.

HEALTH AND SAFETY: I have been advised to consult with a medical doctor with regard to my personal medical needs. I state that there are no health-based reasons or problems that preclude or restrict my participation in this Program. I have obtained the required immunizations, if any.

I understand that I may be required to pay up front for my medical expenses that I incur during participation in the Program. Further, I understand that I am solely responsible for any paper work or processes required by my insurance carrier, such as submission of any medical receipts to my insurance carrier. I recognize that the College is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefor. In case of a medical emergency occurring during my participation in this Program, I authorize in advance the representative of the College to secure whatever treatment is necessary, including the administration of an anesthetic and surgery. The College may (but is not obligated to) take any actions

it considers to be warranted under circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the College from any liability.

STANDARDS OF CONDUCT: I understand that each location in which the Program may operate has its own laws and standards of acceptable conduct, including dress, manners, transportation, politics, drug and alcohol use and behavior. I recognize that behavior which violates those laws or standards could harm the College's relations with those locations and the institutions therein, as well as my own health and safety. I will become informed of and will abide by all such laws and standards for each location to or through which I will travel during the program. I will abide by the College's rules and regulations and any policies, procedures, rules or guidelines pertaining to this trip. I realize that any violation of the foregoing or any disciplinary disturbances may constitute grounds for my expulsion from the Program. If I am expelled, I consent to being sent home at my own expense with no refund of fees.

I will attend to and assume responsibility for any legal and financial issues or problems I encounter with any individuals or government of the host location. The College is not responsible for providing any assistance under such circumstances.

TRAVEL CHANGES: If I become separated from the Program group, fail to meet a departure airplane, bus, or train, or become sick or injured, I will at my own expense, seek out, contact, and reach the Program group at its next available destination.

ASSUMPTION OF RISK: I am aware and understand that the program/activity may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks including the risk of serious injury, illness, disability, death, and/or property damage. I acknowledge that any injuries or illness that I sustain may result from, or be compounded by, exposure to contagious disease (including, but not limited to COVID-19), the actions, omissions, or negligence of the College, including negligent emergency response or rescue operations of the College, my own actions and actions of others. Notwithstanding risk, I acknowledge that I am voluntarily participating in the program/activity with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, and/or property damage arising from my participation in the program/activity.

RELEASE OF LIABILITY/COVENANT NOT TO SUE: I hereby expressly waive and release any and all claims, known or unknown, against the College, and its elected and appointed officials, employees, agents, students, sponsors and volunteers ("**Representatives**"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the program/activity, whether arising out of the ordinary negligence of the College or any other Representative or otherwise. I covenant not to make or bring any such claim against the College or any other Representative, and release and discharge the College and its Representatives from liability under such claims. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan.

I understand that this Release discharges the College and its Representatives from any liability or claim that I may have against the College and its Representatives with respect to bodily injury, personal injury, illness, death, property damage, or property loss that may result from the program/activity, whether caused by negligence of the College and its Representatives or otherwise.

INDEMNIFICATION: I hereby agree to indemnify, defend, and hold harmless the College, and its Representatives from any and all liability, losses, damages, judgements, or expenses, including attorney's fees, that may incur or sustain as a result of my participation in the program/activity, arising out of any third-party claim.

PHOTOGRAPHIC RELEASE: I understand and agree that during the program/activity, I may be photographed and/or videotaped by the College for internal and/or promotional use. I hereby grant and convey to the College all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the College's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

MISCELLANEOUS: I hereby agree that this Release represents the full understanding between the College and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the College and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY RELEASING LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COLLEGE.

Participant Name _____ Date _____

Address _____ City _____ State _____ Zip _____

Phone _____ Alternate Phone _____

Signature of Program Participant

Date

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER AGE 18

This is to certify that I, as parent/guardian with legal responsibility for _____, do consent and agree to all of the provisions of the Release, and for myself, my heirs, assigns, and next of kin, I release and agree to defend, indemnify and hold harmless the College, and its Board Members, Officers, Employees, Volunteers, Sponsors and Students from any and all liabilities related to my minor child's participation in the program, related events and activities, even if arising from the acts and/or omissions of the College, and its Representatives.

I further acknowledge, that this 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, or civil rights charges, that may arise against the College, its officers, directors, employees, volunteers and students arising out of or in connection with my minor's participation in the program.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY RELEASING LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COLLEGE.

Signature of Parent or Legal Guardian

Date