



## Participation in Required or Voluntary College Activity – **On 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

Select a campus location:  University Center (Main Campus)

Downtown Bay City Planetarium

Downtown Midland Center

Downtown Saginaw Center

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. 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:

**ASSUMPTION OF RISK:** I am aware and understand that the program/activity and risks associated with transportation to 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-10), 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.

**MEDICAL TREATMENT:** I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the program/activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, discharge and hold harmless the College and its Representatives from any claim based on such treatment or other medical services.

**INSURANCE:** I understand that the College does not provide any insurance coverage or assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance of any nature in the event of my injury, illness, or death, or damage to or loss of my property.

**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 \_\_\_\_\_

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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.**

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Signature of Parent or Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_