Adm. Svcs. Use

Trip No.:

26-

GENERAL PURPOSE WAIVER, AGREEMENT AND RELEASE FORM

Assumption of Risk

Participant understands and agrees that participation in college activities, intramural sports, certain club events and field trips may involve foreseeable and unforeseeable risks and hazardous activity which may be dangerous and may involve the risk of severe injury, and/or death, and/or property damage to Participant or bystanders. Participant hereby releases Southwestern Oregon Community College (SWOCC), and its agents, from any and all liability for injury, damage and/or loss, including but not limited to death, to Participant or third parties or property which may result from Participant's voluntary participation in club activities, or recreational field trips, intramural sporting events, or off-site training or education, or such other voluntary activities, **including but not limited to any such injury, damage or loss that may arise as a result of the negligence of SWOCC**. Participant, or parent/guardian freely and voluntarily authorizes participation in the below mentioned activities with knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury, death, or other damage or loss.

Participant understands that Participant is responsible for exercising caution and common sense at all times to avoid injury. Participant understands that SWOCC and any off-campus training or educational facility are not responsible for any injury, damage and/or loss whatsoever suffered by Participant during periods of personal time (which Participant understands is any time period unsupervised by SWOCC supervising staff), **including but not limited to any such loss, damage or injury that may arise as a result of the negligence of SWOCC**. Participant certifies that Participant is in good health and has no physical condition that would prevent participation in the below named activities. Participant's personal medical insurance shall serve as primary medical coverage if accident or injury occurs. Participant consents to emergency medical treatment for Participant in the event such treatment is required.

Rules of Participation

Participant agrees to comply with SWOCC's rules, standards and instructions for student behavior. Participant agrees that SWOCC shall have the right to enforce appropriate standards of conduct, and that it may at any time terminate participation in the SWOCC program, field trip, or activity for failure to maintain these standards or for any activity or conduct which the SWOCC considers to be incompatible with the interest, harmony, comfort, and welfare of other students/participants. If participation is terminated, Participant consents to being sent home at Participant's own (or Participant's parents') expense with no refund of fees (if applicable).

Participant understands that Participant must abide by all SWOCC policies as published in the Administrative Procedures and Student Handbook

Participant understands that this section in the Student Catalog applies to all students and guests participating in field trips, club events, and all off-campus training or education, as well as on-campus events.

Participant agrees that photographs, pictures, slides, movies, video, audio or other media coverage of Participant may be taken during the activity without compensation by SWOCC, and Participant hereby consents to the use of such material by SWOCC and its agents for any legal purpose.

Southwestern Oregon Community College does not discriminate on the basis of race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans in employment, education, or activities as set forth in compliance with federal and state statutes and regulations.

Release of Claims

All references in this Agreement and Release to SWOCC and its agents shall include Southwestern Oregon Community College, its officers, directors, staff members, campus directors, counselors, group leaders, employees, agents, and affiliated companies including any off-campus training or educational facility. All references herein to Participant shall include the parent, legal guardian, or other adult responsible for the Participant, if Participant is a minor.

Participant understands and acknowledges that SWOCC is not an insurer of Participant's behavior, actions or participation in the activity and SWOCC assumes no liability whatsoever for personal injuries or property damage to Participant or to third persons arising out of Participant's participation in such activity. In consideration of the benefit conferred upon Participant by Participant's participation in the activity described below, Participant, or Participant's parent/guardian hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless SWOCC and it agents from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant, or loss or damage to any property belonging to Participant arising out of or related to participation in the below named activity, **including but not limited to any such loss, damage or injury that may arise as a result of the negligence of SWOCC**. Further, Participant agrees to indemnify and hold harmless SWOCC and its agents from any and all liability, losses, damages, costs, expenses, claims, actions, demands and injury of whatever nature caused to third parties, whether to person or to property, by Participant's negligent or intentional acts or omissions during the below named activity.

Participant, or parent/guardian of Participant, has carefully read these terms and understands their content and is aware that this is a release of liability and a contract between Participant or parent/guardian of Participant, and that this release shall bind Participant and Participant's personal representative, heirs, and next of kin. This Agreement shall be governed by Oregon law regardless of the location of the activity. Participant, or parent/guardian of Participant, acknowledges and agrees that this release of liability is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon and that if any portion hereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I, the designated Participant, understand that if I am under 18 years of age a Parent/Guardian must sign this release form as well, authorizing emergency medical treatment as deemed necessary. I understand that this Agreement may not be modified other than in writing signed by all parties to this Agreement.

Signature of Student/Participant	Date	Printed Name
Signature of Parent/Guardian **(if student is under 18)**	Date	Printed Name

Class/Program/Club: _____

Location: _____

Activity/Event Description: _____

Dates

This Release Form Covers the Following Time Period:

- ☐ The above-mentioned Field Trip/Event Only (Date(s): _____)
- ☐ Athletics during the 20_____- 20___ School Year
- ☐ Intramural Sports during the 20_____- 20____ School Year
- ☐ On Campus activity for non-students Date(s)_____
- ☐ Other _____

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