

ACKNOWLEDGMENT OF RISK/ACCEPTANCE OF RESPONSIBILITY

This release, Waiver of Liability and Hold Harmless Agreement is executed by _____ (“Participant”),
and is issued to Fox Valley Technical College (“the College.”)

Name of Program/Training: _____
Date(s): _____

Participant’s desire to participate in the Program

Participant acknowledges that he/she is participating in the _____ Course. Participant expressly acknowledges that he/she has freely and voluntarily decided to participate in this Program.

Health and Safety

Participant understands and acknowledges that:

He/She has consulted with a medical doctor with regard to any personal medical needs. Further, Participant represents that there are no health-related reasons or problems which preclude or restrict his/her participation in the Program.

He/She is aware of all applicable personal medical needs, and has arranged, through insurance or otherwise, to meet any and all needs for payment of medical costs while he/she participates in the Program.

He/She understands and acknowledges that the College may, but is not obligated to take any actions it considers to be warranted under the circumstances regarding the Participant’s health and safety. Further, Participant agrees to pay all expenses relating thereto and release the College from any liability for any actions taken.

Acceptable conduct by Participant

Participant is aware of the behavior expected while participating in the Program. There is certain behavior that is unacceptable and could lead to possible disruption or continuation of Participant’s participation in the Program. Participant assures the College that he/she shall act in an appropriate manner at all times. If the College finds it necessary to expel Participant from participation in the Program, he/she will not receive any refund of Program fees.

Waiver of College Liability and Indemnification of the College for Risks and Dangers

As a condition precedent to Participant’s participation in the Program, Participant agrees to exercise reasonable care at all times with respect to the safety of Participant’s own person and personal property, and with respect to the safety of other Participants and their personal property. Participant understands, however, that there are certain dangers, hazards, and risks inherent in the activities included in the Program. Participant acknowledges that participation in the Program may involve the risk of damage to property, bodily injury, and, in some cases, even death. Neither the College, nor the Program’s Coordinator, assumes any responsibility for such personal injuries or property damage. Participant further acknowledges that he/she is at least eighteen (18) years of age, and is competent to sign this document. If participant is a minor under the age of eighteen (18) years of age, the parent and/or guardian acknowledges they are competent to sign this document on behalf of the student.

Accordingly, Participant, for him/herself and the Participant’s spouse (if applicable), heirs, assigns, related individuals and related entities, does hereby waive, release, absolve, discharge and agree to hold harmless the College and its Board of Trustees, directors, officers, employees, teachers, agents and insurers, and the Program’s Coordinator (collectively, the “Released Parties”), from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages, or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which the Participant shall, or may have, in the future against the Released Parties arising out of, based on, related to, or connected

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with, the Participant's enrollment and participation in the Program. Participant also agrees to indemnify and hold the Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorneys' fees that are associated with the Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Participant's enrollment or participation in the Program, including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and Release, Waiver of Liability and Hold Harmless Agreement does not, however, absolve the Released Parties from any liabilities, damages, costs, disbursements and attorneys' fees incurred due to its intentional or reckless conduct.

Participant understands that if any fact with respect to which this Release, Waiver of Liability and Hold Harmless Agreement is executed is found hereafter to be other than or different from the fact in that connection now believed by Participant to be true, Participant expressly accepts and assumes the risk of such a possible difference in fact and agrees that this Release, Waiver of Liability and Hold Harmless Agreement shall be and remain effective notwithstanding such difference in facts.

Governing Law: Forum

Participant agrees that this Release, Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under, or incident to, this Release, Waiver of Liability and Hold Harmless Agreement. The terms and provisions of this Release, Waiver of Liability and Hold Harmless Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Release, Waiver of Liability and Hold Harmless Agreement, the validity of the remaining portions shall not be affected thereby.

Other Provisions

The Released Parties are granted permission to authorize emergency medical treatment, if necessary, and that such action by the Released Parties will cause them to assume no responsibility for any injury or damage which might arise out of, or in connection with, such emergency medical treatment.

It is the Participant's express intent that this Release, Waiver of Liability and Hold Harmless Agreement shall bind the members of the Participant's family and spouse (if applicable); and if the Participant is deceased, it shall be deemed as a release, waiver, discharge, and covenant not to sue the Released Parties by the Participant's family and spouse (if applicable), for any matter arising out of Participant's participation in the Program.

By signing this document, Participant acknowledges and represents that he/she is fully informed of the contents of this Release, Waiver of Liability and Hold Harmless Agreement. By reading it before signing it, and by signing this document as the Participant's own free act and deed, Participant confirms that no oral representations, statements or inducements, apart from those made herein, have been made.

This release, Wavier of Liability and Hold Harmless Agreement requires you to give up substantial legal rights. Please read and understand this document before you sign it.

Participant

Date

Parent/Legal Guardian
(Signature required if participant is under age 18.)

Date