



Albion College

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, (or hereinafter on behalf of my minor child) _____ (“Participant”), hereby acknowledge that Participant has voluntarily elected to enroll in the _____ (“Program”), to be held in and around Albion College on _____. [*WHERE APPLICABLE:* I further understand that if Participant is a minor, then I, as his or her parent or legal guardian must agree to all of the conditions set forth below on behalf of the minor even where the language is specifically directed to Participant.] **In consideration for being permitted by the [Institution Name] (“[INSTITUTION]”) to participate in the Program, I hereby acknowledge and agree to the following:**

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Albion College’s policies and procedures, including the Minors on Campus which appear in the Albion College Web Site. I further agree to abide by all the rules and requirements of the Program and the rules listed in the signed contract. I acknowledge that Albion College has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or at Albion College’s discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program. I understand and agree that I will engage in physical activities, [including water-sports activities,] which may pose a risk of harm. I understand that these activities include but are not limited to: playing, observing or participating in Program activities, traveling to and from Program events. I further understand that the Program in which I am participating involves a swimming pool. I am aware that any contact with a swimming pool involves certain risks, including but not limited to: death, drowning, or other personal injury as a result of the area’s conditions, the acts of third parties or other unknown safety hazards, diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, first aid operations or procedures of Releases (as defined herein) and/or others, and that there may be other risks not known to me or not reasonably foreseeable at this time.]

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, I hereby release, waive, and discharge Albion College and its Board of Trustees, its officers, agents, employees and representatives from all claims, demands, liabilities, rights and causes of action of whatever kind or nature, that may result from or occur during my participation in this ACTIVITY, whether caused by negligence of the College, its Board of Trustees, officers, agents, employees or representatives or otherwise. I also agree to indemnify and hold harmless the College for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of my negligent or intentional act or omission while participating in this ACTIVITY. I further agree that the Releases are not in any way responsible for any injury or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releases from any liability for the same.

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Program, I am doing so independently and that I am not an employee or agent of Albion College. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from Albion College for my participation in the Program.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Michigan

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

(Date) _____

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants Who Are Minors: I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASES.**

(Date) _____

(Signature of Parent/Guardian)

(Printed Name of Parent/Guardian)