

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 **Southwestern College Summer Camps** (“Program”), to be held in and around Southwestern College, 100 N College, Winfield, KS 67156. **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 Southwestern College to participate in the Program, I hereby acknowledge and agree to the following:

PROMOTIONAL RIGHTS: As a condition of my participation, I (initial one) do _____ /do not _____ grant Southwestern College the right to use, for promotional purposes only, any photographs of me taken by Southwestern College, its employees or agents, during my participation in the Program. I further understand and agree that Southwestern College may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with **Southwestern College’s Camp and Conference policies**. I further agree to abide by all the rules and requirements of the Program. I acknowledge that **Southwestern 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 **Southwestern College’s** discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program. I understand that, as a Participant in the Program, I will engage in physical activities, including [sports activities, basketball, bowling] which may pose a risk of harm, including the risk of contracting communicable disease. I understand that these activities include but are not limited to: playing, observing or participating in Program activities, traveling to and from Program events. Further, I have been advised of particular risks associated with the camp’s location, including lice, ticks, endemic disease present in the camp area, etc.

I further understand and agree that the risks involved in this Program may include, but are not limited to: travel to and from Program site, including via private vehicle, common carrier, and/or **Southwestern College’s** owned vehicle; contraction of communicable disease; injury resulting from athletic, physical or other game-like activities during the Program as a result of the activity 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, drowning, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, negligent first aid operations, and other risks that may not be known to me or not reasonably foreseeable at this time and during my participation. These serious personal injuries and possible death may not

only be a consequence of Releasees' (as defined herein) actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

ASSUMPTION OF RISK: I understand and acknowledge that there are potential dangers incidental to my participation in the Program, including risks of damage, bodily injury, illness, and possibly death as described throughout this Agreement. The risks may result from the Program itself, from the acts of others, from use of the equipment or organization of or unavailability of emergency medical care. I understand that there are risks attendant to physical activities associated with the Program and that there are potential dangers which may expose me to the risk of personal injuries, illness, damage, or even death. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the Program, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I understand that these potential risks include, but are not limited to: travel to and from off-site locations via private vehicles, common carriers, and/or Southwestern College's owned vehicles, local transportation, communicable disease, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releases (as defined herein) and that there may be other risks not known to me or not reasonably foreseeable at this time.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THE RISKS ARISE FROM THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT and I assume full responsibility for my participation in the Program.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE SOUTHWESTERN COLLEGE**, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Southwestern College's direction (collectively referred to as "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DAMAGE, OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT, TO OR FROM THE PREMISES WHERE THE PROGRAM,**

OR ANY LOCATION ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.

I further agree that the Releasees are not in any way responsible for any injury, illness, 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 Releasees from any liability for the same.

Southwestern College expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of **Southwestern College**. I hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness damage or death to me, including 5 but not limited to any injury or illness resulting from my own negligence, gross negligence or intentional misconduct during or related to the Program, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Program personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in the Program, or as a result of participating in the Program, except for medical costs arising from an injury or illness that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury or illness I sustain that is not the result of Releasees' negligence, gross negligence or intentional misconduct.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Program and that I do not have any medical condition, including

injuries and illnesses, that could be aggravated by my participation in the Program. I further attest that I am responsible for consulting with my health care provider towards this end. **I also certify that I am free from communicable diseases, including, but not limited to, COVID-19, methicillin-resistant staphylococcus aureus (MRSA), and staphylococcus infection.**

RESPONSIBILITY FOR REPORTING INJURIES: I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to Southwestern College's qualified health care provider. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also disclose any future conditions to the Southwestern College's health care provider.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, **I (initial one) do /do not** authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Southwestern College personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury, illness, or damage which might arise out of or in connection with such authorized emergency medical treatment. I further understand that in the event that I experience any condition requiring emergency medical treatment, Southwestern College may direct that I be transported to the hospital for such care.

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 the Southwestern College. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from Southwestern College for my participation in the Program.

CHANGE OF VENUE: Southwestern College reserves the right to change the venue to a similar venue and/or to change the dates of the Program if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

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

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 RELEASEES.

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)