

ACCEPTANCE OF RISKS AND RELEASE OF LIABILITY

This Acceptance of Risks and Release of Liability ("Agreement and Release") is executed by: _____ (please print first and last name) and is issued to Northeast Wisconsin technical College ("COLLEGE").

Participant is voluntarily participating in a COLLEGE affiliated Program/Course/Practicum/ Training/Activity ("Activity"). This Activity is more fully described in _____, which has been provided to Participant.

Participant understands that there are certain dangers, hazards, and risks inherent in the Activity, including possible exposure to the novel coronavirus (SARS-CoV-2) or COVID-19 positive persons. In certain circumstances, these dangers can include severe bodily harm, and even death.

Participant agrees to exercise reasonable care at all times with respect to Participant's own health and safety and with respect to the health and safety of others. Participant agrees to abide by all rules, policies and procedures of the COLLEGE specific to the Activity.

In consideration for being allowed to participate in the Activity, Participant waives and fully releases, for themselves and for their executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries, any and all rights, claims for damages, losses, demands, and any other actions or claims of whatever nature, whether based in law or equity, including but not limited to, the death of Participant and/or any and all injuries, damages or illnesses suffered by Participant or Participant's property which they have now, may have, or which may arise against or in any way related to, or caused by the Participant's participation in, the Activity. COLLEGE, its employees, faculty, board of directors, agents and volunteers shall not be liable for the foregoing, and Participant, on behalf of themselves and for their executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries, hereby expressly releases COLLEGE, its employees, faculty, board of directors, agents and volunteers from any and all such claims.

Moreover, Participant, for themselves and for their executors, personal representatives, administrators, assignees, heirs, next of kin, agents, dependents and beneficiaries hereby agrees to indemnify and hold harmless the COLLEGE, the COLLEGE'S employees, faculty, board of directors, agents and volunteers from and against any liabilities, claims, damages, losses, including incidental and consequential losses, and expenses, including defense expenses and costs, attributable to losses, including, but not limited to bodily injury, sickness, disease or death, or to injury or destruction of any tangible property, arising out of, or resulting from or caused by the acts or omissions of the Participant.

This indemnification obligation exists regardless of whether such claims, damages, losses or expenses are caused solely by Participant or are contributed to in part by COLLEGE, its employees, faculty, board of directors, agents and volunteers. However, the law of the state of Wisconsin should injury or damage occur may provide for the apportionment of the loss.

This release of liability does not, however, apply to any intentional or reckless acts or conduct by the COLLEGE, its employees, faculty, board of directors, agents or volunteers.

By signing this document, Participant acknowledges that they are fully informed of the contents of this Agreement and Release and represents that they understand it. Participant is not relying on any oral or written representations, statements or inducements, apart from those made in this Agreement and Release.

Further, Participant understands that signing this form, together with the limitation and waiver of liability contained herein, or an alternative form that is acceptable to the College, is necessary for the Participant to participate in the Activity. Participant further agrees it has had the opportunity to negotiate possible alternate terms with the College and that the College has made representatives available to Participant for such negotiations.

Participant 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), the parent and/or guardian acknowledges they are competent to sign this document on behalf of the Participant

By signing this Agreement and Release, you give up substantial legal rights. Read and understand this entire document before you sign it.

Participant

Date

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

Date