EDU 240 10/20





Athletics Release of Liability, Indemnification, and Assumption of Risk

As consideration for permitting me to participate in the	(hereafter the	"Program"
offered by Oakland Community College ("College"), I agree as follows:	•	5 /

To comply with and follow all protocols, guidelines, or other safety procedures; follow all safety rules of the program, instructor and College; and inform the instructor or College of conduct or condition with might endanger myself or others.

RISK FACTORS. I understand that "Program" activities can involve severe cardiovascular stress and violent physical contact. I understand that participation in program activities can involve certain risks, including, but not limited to: death; serious neck and spinal injuries resulting in complete or partial paralysis; concussion or brain damage; serious injury to virtually all bones, joints, muscles, and internal organs; and that equipment provided for my protection may be inadequate to prevent serious injury. In addition, I understand that participation in Program activities involves risks incidental thereto, including, but not limited to: travel to and from the site of the activity; participation at sites that may be remote from available medical assistance; the possible reckless conduct of other participants; exposure to communicable and infectious diseases, including, for example, HIV, hepatitis, and COVID-19, which can lead to illness or death; and risk of theft, loss, or damage to my personal property, which may occur at any time arising out of my participation in this activity.

HEALTH AND SAFETY. I have been advised to consult with a medical doctor with regard to my personal medical needs. I state that there are no health-related reasons or problems that preclude or restrict my participation in this program. I have obtained the required immunizations, if any.

I recognize that College is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. In case of a medical emergency occurring during my participation in this program, I authorize in advance the representative of the College to secure whatever treatment is necessary, including the administration of an anesthetic and surgery. College may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. Such actions do not create a special relationship between the OCC and me. I release the OCC, it officers, officials, employees, volunteers, students, agents and assigns form all liability for any bodily injury or damage I sustain as a result of any medical care that I receive resulting from my participation in program, as well as any medical treatment decision or recommendation made by an employee or agent of the OCC. I agree to pay all expenses relating thereto and release College form any liability for any actions.

ASSUMPTION OF THE RISK. I understand by participating in this Program, which I do voluntarily for my own personal benefit, and with knowledge for the risks and dangers, I expressly and voluntarily consent and agree to assume all risks of participation in the Program and accept full responsibility for all damages or injury that may arise out of or result from my participation in the Program.

RELEASE OF LIABILITY AND INDEMNIFICATION. I, on behalf of myself, my heirs, executors, agents, administrators, assigns and all other persons claiming through me, voluntarily agree to and hereby knowingly, fully and completely waive and release College, its elected and appointed officials, officers, directors, employees, students, affiliates, subsidiaries, agents or volunteers from any and all claims, demands, causes of action that might hereafter be asserted, arising out of, or in any way connected with, my participation in the Program. This waiver and release includes, but shall not be limited to, waiver of the right to initiate, proceed with, or participate in any state or federal lawsuit, any administrative complaints, statutory or common law claims, or civil rights charges, that may arise against the College, its officers, directors, employees, parents, affiliates, subsidiaries or agents out of or in connection with my participation. I also agree to defend, protect, indemnify and hold harmless College, its officers, directors, employees, parents, affiliates, subsidiaries or agents from any and all claims, demands, causes of action that might hereafter be asserted, arising out of, or in any way connected with, my participation.

INSURANCE. I understand College does not carry participant insurance, and that I will be solely responsible for any medical, health or personal injury costs relating to my participation in the Program.

INDEPENDENT ACTIVITY. I understand that College is not responsible for any loss or damage I may suffer when I am traveling independently or I am otherwise separated or absent from any College activity. In addition, I understand that any travel that I do independently on my own before or after the College-sponsored program in entirely at my own expense and risk.

SEVERABILITY. This Release represents the complete understanding between the parties regarding these issues addressed herein and no oral representations, statements, or inducements have been made apart from this Release with respect to the issues herein. If any provision of this Release is held to be unlawful, void, voidable, or for any reason unenforceable, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions.

SIGNATURE. I indicate that by my signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Release Form and acknowledge that I understand it. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This Release Form shall be governed by the laws of the State of Michigan which shall be the forum for any lawsuits filed under or incident to this Release Form of to the program.			
SIGNATURE OF STUDENT (OR PARENT/GUARDIAN IF UNDER 18)	DATE		
PRINT NAME			