



As consideration for permitting me to participate in the sporting event offered by Oakland Community College (“OCC”) Athletic Department, I agree to the following.

- 1. COMPLIANCE WITH RULES AND PROTOCOLS.** I will comply with and follow all protocols, guidelines, infection control practices, and safety rules and procedures (collectively the “Rules”) of the OCC Athletic Department, and inform the OCC Athletic Department and coaches of conduct or a condition with might endanger myself or others. I understand failure to follow the Rules may result in my dismissal from the Sporting Event and/or site.
- 2. RISK FACTORS.** I understand and acknowledge that participation in the Sporting Event involves inherent risks including, but not limited to, risks of bodily injury and exposure to communicable and infectious diseases which may include, without limitation, HIV, hepatitis, Tuberculosis, Methicillin-resistant staphylococcus aureus (MRSA), seasonal flu, and Coronavirus (COVID-19), which can lead to illness, injury, or death. I understand that following the Rules will not eliminate these risks.
- 3. ASSUMPTION OF THE RISK.** I expressly and voluntarily consent and agree to assume all risks associated with participation in the Sporting Event and assume full responsibility for all damages, illness and/or injury that may arise out of or result from my participation in the Sporting Event. I represent that I am participating in this Sporting Event by my own free will and choice. No one is forcing me to participate or to accept these risks, and I am doing so to further my personal educational goals. I acknowledge I have asked for and/or been given any information I may need to determine the risks of participating in the Sporting Event. No one has made any representations to me regarding the safety of or risks of participating in the Sporting Event that I have relied upon. I have instead relied upon my own judgement as to whether to undertake the risks. I am accepting the risks of disease, injury and/or death with full knowledge and understanding of those risks.
- 4. RELEASE OF LIABILITY AND INDEMNIFICATION.** I, on behalf of myself, my heirs, personal representatives, executors, agents, administrators, assigns and all other persons claiming through me, voluntarily agree to and hereby knowingly, fully, and completely waive and release Oakland Community College, its Board of Trustees, and their respective, elected officials, officers, directors, employees, students, volunteers, and agents, (the “Released Parties”) in both their individual and official capacities, from any and all claims, demands, and legal causes of action that may be asserted, arising out of, or in any way connected with my participation in the Sporting Event including without limitation any of the foregoing arising in whole or in part out of the negligent, intentional acts, and or omissions of the Released Parties (collectively “Claims”). I agree the Released Parties have no liability for my choice to participate in the Sporting Event. This waiver and release includes, without limitation, a waiver of the right to initiate, proceed with, or participate in any state and/or federal lawsuit, any administrative and/or agency complaints, asserting statutory, equitable and/ or common law Claims against the Released Parties. I also agree to defend, protect, indemnify and hold harmless the Released Parties from any and all Claims that might be asserted against the Released Parties.
- 5. INSURANCE.** I understand OCC will not provide me with health and/or medical insurance, and will not pay for or reimburse me for any medical, health, rehabilitation, personal injury or other costs relating or arising out of injury and/ or illness resulting from my participation in the Sporting Event. I acknowledge it is my sole responsibility to obtain such insurance. If I fail to obtain such insurance, I acknowledge I shall be solely responsible for such costs.
- 6. SEVERABILITY, MODIFICATION AND CONTROLLING LAW.** This Release represents the complete understanding between the parties regarding the issues addressed in this Release and no oral representations, statements, or inducements have been made apart from this Release with respect to the issues contained in this Release. 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. This Release shall be controlled by Michigan law and may only be modified by an amendment signed by both Parties.
- 7. AUTHORITY TO EXECUTE.** I warrant I am at least 18 years of age, am authorized to enter into this Release, have reviewed this Release carefully, understand its terms and conditions, and acknowledge I am giving up substantial legal rights by signing it (including my rights and the rights of my heirs, next of kin, and any legal and personal representative, executors, administrators, successors and assigns). I represent I have signed this Release without any inducement,

assurance or guarantee, and I intend my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions, and provisions of this Release.

Signature _____ Date _____

Printed Name _____

FOR PARENT/GUARDIANS OF PARTICIPANTS UNDER AGE 18

I certify that I am the parent/guardian with legal responsibility for _____
ENTER NAME OF STUDENT

(Minor Student), and I consent and agree, on behalf of the Minor Student, myself, my heirs, assigns, and next of kin, to all of the provisions of the Release. I release and agree to defend, indemnify and hold harmless the Oakland Community College, and its Board of Trustees, and their respective, elected officials, officers, directors, employees, students, volunteers and agents (the Released Parties) in their individual and official capacities from any and all liabilities and Claims as described above in Paragraph 4.

I further acknowledge that this Release includes, without limitation, a waiver of the right to initiate, proceed with, or participate in any state or federal lawsuit, any administrative complaints, asserting statutory, equitable, and/or common law Claims against the Released Parties that may arise out of or in connection with my minor's participation in the Sporting Event including without limitation, Claims as described above in Paragraph 4.

By my signature, I signify that I have reviewed and understand the Release and agree to its terms, and that by signing it, I am giving up substantial legal rights for my minor child and myself that I might otherwise have, and that I have signed it knowingly and voluntarily.

Parent/Guardian Signature _____ Date _____

Printed Name _____

Parent/Guardian Emergency Phone Number _____