Participation of Minor in College Activities

Assumption of Risk & Release of Liability
Caution: This is a release of legal rights. Please read and understand BEFORE signing.

Delta College is a non-profit educational institution. References to Delta College ("the College") include its officers, officials, employees, volunteers, students, agents, and assigns.

I (print your name)___________________________________________________, freely choose to participate in
the _____________________________________________________________ (henceforth referred to as the Program).

In consideration of my participation in this Program, I agree as follows:

I hereby apply to attend the activity above and understand and agree that Delta College and anyone associated with the College will not be liable for any loss, injury or death related to this activity. I understand there may be risks associated with this activity which include but are not limited to possible bodily injury or death resulting from accident.

I understand the sole function of the lead staff/coordinator is to provide direction and instruction for the activity and it is my responsibility to know and obey all laws and rules to ensure my own safety. I state that there are no health-based reasons or problems that preclude or restrict my participation in this program.

RISKS OF PARTICIPATION IN TRAVEL/STUDY/WORK: I understand that my participation in the College Program specified above involves risks. These risks include, without limitation, traveling to and within and returning from one or more locations; cultural, political, legal, social, transportation, health and economic conditions; criminal activity, civil unrest, war and terrorism; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local chemical, biological, animal, and environmental hazards; local medical facilities and providers; and weather conditions.

INSTITUTIONAL ARRANGEMENTS: I understand that the College is not an agent of, and has no responsibility for, any third party which may provide any services including educational services, activities, food, lodging, travel, or other goods or services associated with the Program. I understand that the College is coordinating these services only as a convenience to participants and that accordingly, the College accepts no responsibility, in whole or in part, for delays, loss, damage, injury or death whatsoever, caused to me or others, while working, while studying, while traveling, while staying in designated lodging, or while participating in any other Program activities. I further understand that the College is not responsible for matters that are beyond its control.

CANCELLATION OR CHANGE OF ITINERARY: I acknowledge that the College reserves the right to cancel the Program or to make any modifications to the Program as deemed necessary by the College, without penalty to the College. I understand that such change or cancellation may involve additional costs, and I agree that any such additional costs are entirely my responsibility.

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

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-based reasons or problems that preclude or restrict my participation in this Program. I have obtained the required immunizations, if any.
I understand that I may be required to pay up front for my medical expenses that I incur during participation in the Program. Further, I understand that I am solely responsible for any paper work or processes required by my insurance carrier, such as submission of any medical receipts to my insurance carrier. I recognize that the College is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefor. 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. The College may (but is not obligated to) take any actions it considers to be warranted under circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the College from any liability.

STANDARDS OF CONDUCT: I understand that each location in which the Program may operate has its own laws and standards of acceptable conduct, including dress, manners, transportation, politics, drug and alcohol use and behavior. I recognize that behavior which violates those laws or standards could harm the College’s relations with those locations and the institutions therein, as well as my own health and safety. I will become informed of and will abide by all such laws and standards for each location to or through which I will travel during the program. I will abide by the College’s rules and regulations and any policies, procedures, rules or guidelines pertaining to this trip. I realize that any violation of the foregoing or any disciplinary disturbances may constitute grounds for my expulsion from the Program. If I am expelled, I consent to being sent home at my own expense with no refund of fees.

I will attend to and assume responsibility for any legal and financial issues or problems I encounter with any individuals or government of the host location. The College is not responsible for providing any assistance under such circumstances.

TRAVEL CHANGES: If I become separated from the Program group, fail to meet a departure airplane, bus, or train, or become sick or injured, I will at my own expense, seek out, contact, and reach the Program group at its next available destination.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY: Knowing the risks described above, and in voluntary consideration of being permitted to participate in the Program, I agree to release, indemnify, and defend the College and its officials, officers, employees, agents, volunteers, sponsors, and students from and against any claim which I, the participant, my parents or legal guardian or any other person may have for any losses, damages or injuries arising out of or in connection with my participation in this Program.

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. I have not relied on any representation, statements, or inducements, oral or written, apart from the foregoing written statement. The laws of the State of Michigan shall govern this Release Form, which shall be the forum for any lawsuits filed under or incident to this Release Form or to the Program. If any portion of this Release Form is held invalid, the rest of the document shall continue in full force and effect.

Signature of Program Participant

Signature of Parent or Legal Guardian (if participant is a minor)