

Alma College Little Siblings Weekend

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 Alma College Little Siblings Weekend, to be held in and around Alma College, from Friday, October 5 – Sunday, October 7, 2018. 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 Alma College to participate in Little Siblings Weekend, I hereby acknowledge and agree to the following:**

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Alma College’s policies and procedures, as they appear in the Alma College Student Handbook found on the Alma College website. I acknowledge that Alma College has the right to terminate my participation in Little Siblings Weekend if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any Alma College policies, or at Alma College’s discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of Little Siblings Weekend. I understand and agree that I will have the opportunity to engage in physical activities, such as:

Swimming.

Climbing on the rock climbing wall.

Jumping on an inflatable.

Traveling by vehicle, to and from excursion site.

Various recreation activities including but not limited to soccer and basketball which may pose a risk of harm. I understand that these activities include but are not limited to: playing, observing or participating in Little Siblings Weekend activities, traveling to and from Little Siblings Weekend events.

Swimming pool use: I further understand that Little Siblings Weekend in which I am participating involves the use of a swimming pool. I am aware that any contact with bodies of water/a swimming pool involves certain risks, including but not limited to: death, drowning, or other personal injury as a result of the 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, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, first aid operations or procedures of Releasees (as defined herein) and/or others, and that there may be other risks not known to me or not reasonably foreseeable at this time.]

I further understand and agree that the risks involved in this Little Siblings Weekend are both water and land based and may include, but are not limited to: travel to and from Little Siblings Weekend locations and activities; injury resulting from athletic, physical or other game-like activities during Little Siblings Weekend 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.

I further acknowledge that I have read and understand the NCAA Concussion Fact Sheet and am aware of the following information:

1. A concussion is a brain injury for which I am immediately responsible for reporting to Alma College staff.
2. A concussion can affect my ability to perform everyday activities, including reaction time, balance, sleep, concentration and classroom performance.
3. It is my responsibility to report to Alma College staff if I receive a blow to the head or body and experience signs or symptoms of a concussion or brain injury, which may include: headache, blurred vision, weakness in one arm or leg, loss of consciousness, stumbling, loss of balance, nausea/vomiting, confusion, memory loss, or change in personality (including irritability and depression). I understand that I must report this immediately and as soon as I am physically capable of doing so.
4. I may notice some symptoms of a concussion immediately, but other symptoms may show up hours or days after the initial injury. It is my responsibility to report any delayed signs or symptoms to Alma College staff.
5. If I suspect a fellow student or student's sibling has a concussion, I am responsible for immediately reporting his or her injury to Alma College staff.
6. I will not return to play in a game or practice if I have received a blow to the head or body that results in concussion-like symptoms until I am cleared by Alma College staff or physician.
7. Following a concussion, the brain needs time to heal. I am more likely to have a repeat concussion if I return to play before my symptoms resolve. In rare cases, repeat concussions can cause permanent brain injury or death. Because of this, I understand it is important to accurately report all continuing signs and/or symptoms if I have been diagnosed with a concussion.

ASSUMPTION OF RISK: I understand and acknowledge that there are potential dangers incidental to my participation in Little Siblings Weekend, including risks of damage, bodily injury and possibly death as described throughout this Agreement. The risks may result from the activity 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 Little Siblings Weekend and that there are potential dangers which may expose me to the risk of personal injuries, damage, or even death. In addition, I understand that participation in Little Siblings Weekend 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 various campus locations, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees (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 Little Siblings Weekend.

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** Alma College including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Alma 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, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND REGARDLESS OF WHETHER THE INJURY 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 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.

Alma 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 Alma 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, 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, damage or death that I may suffer as a result of my participation in the Program,

REGARDLESS OF

WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, 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, damage or death to me, including but not limited to any injury 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 personal medical insurance during the term of Little Siblings Weekend. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require while participating in Little Siblings Weekend except for medical costs arising from an injury 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 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 Little Siblings Weekend and that I do not have any medical record of history that could be aggravated by my participation in Little Siblings Weekend. I further attest that I am physically and mentally fit to participate in Little Siblings Weekend, and that I am responsible for consulting with my health care provider towards this end.

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 Alma College staff. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also disclose any future conditions to Alma College staff.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location(s) of Little Siblings Weekend. 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 Alma College personnel deem necessary for my safety and protection. I understand and agree that Releasees assume no responsibility for any injury 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, Alma College may direct that I be transported to the hospital for such care.¹

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in Little Siblings Weekend, I am doing so independently. I understand and agree that as an independent participant, I am not entitled to receive compensation or any other employee benefit from Alma College for my participation in Little Siblings Weekend.

CHANGE OF VENUE: Alma College reserves the right to change the venue to a similar venue and/or to change the dates of Little Siblings Weekend 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 Michigan.

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 IT

¹NOTE: In the event that a participant expressly declines medical treatment on the waiver, an officer at Alma College should immediately have a conversation with the participant (or guardian) to ensure that the participant fully understands the risks of declining medical treatment. The participant should also be informed that if he or she reasonably appears to be experiencing an emergency medical condition, Alma College will transport the participant to the hospital. In the event that a participant who has declined medical treatment experiences an injury or medical condition that appears to require emergency treatment, Alma College should transport the student to the hospital's emergency room. Such transportation is authorized under the federal Emergency Medical Treatment and Active Labor Act (EMTALA), which mandates medical screening examination and treatment for all patients presenting to an emergency department with an emergency medical condition. Neither parental nor patient consent may be needed for such care. Moreover, once the participant is at the hospital, Alma College should ensure that the Alma College staff (not the institution) fully explains the risks of not proceeding with treatment to the participant. The treating physician should also document the participant's refusal of medical treatment in writing. If the participant is comatose and unable to decline medical treatment but previously declined medical treatment in his or her waiver, he or she should also be transported to the emergency room.