

Cape Cod Community College

Assumption of Risk, Release, and Liability Waiver for Field Trips and Other Off-Campus Activities

I, _____ (“Student”), acknowledge that I am currently enrolled at Cape Cod Community College (“Institution”) and desire to participate in an off-campus activity described as follows: **as needed, for field trips and/or work studies** (“Activity”).

This off-campus activity is scheduled for Academic Year 2014-2015

This off-campus activity is sponsored by: Project Forward.

I state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this Release for full, adequate, and complete consideration fully intending to be bound by the same.

Knowing that there may be dangers, hazards, and risks associated with such an Activity, and in consideration of being permitted to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance Release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officers, agents, employees, and students acting as employees (“said parties”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of said parties, or otherwise, while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

I understand and agree that said parties do not have medical personnel available at the location of the Activity or on the campus. I understand and agree that said parties are granted permission to authorize emergency medical treatment, if necessary, and that such action by said parties shall be subject to the terms of this Agreement. I understand and agree that said parties assume no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

It is my express intent that this Release and Waiver of Liability Agreement shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a Release, Waiver Discharge and Covenant Not To Sue the above named said parties. I further agree to hold harmless, indemnify, and defend said parties from any claim by me or my family, arising out of my participation in the stated Activity.

In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing waiver of liability and hold harmless agreement by reading it before I sign it, and I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement have been made. I understand that the Institution does not require me to participate in this Activity, but I want to do so, despite the possible dangers and risks and despite this Release.

I further agree that this Release shall be construed in accordance with the laws of the State of Massachusetts. If any term or provision of this release shall be held illegal, unenforceable, or conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

By my signature, I acknowledge that I am aware that all college policies, as outlined in the Student Handbook, apply during this Activity and that I agree to abide by all rules and regulations set by the College.

THE STUDENT:

Name (Please Print)

Signature

Date

*****Only Students who have a legal guardian must have that guardian sign below:**

Parent/Guardian (Please Print)

Date

Parent/Guardian Signature