

## Acknowledgement of Risks / Acceptance of Responsibility Agreement and Release

This Acknowledgement of Risks is executed by \_\_\_\_\_

("Student") and is issued to Wisconsin Indianhead Technical College ("WITC").		
Name of Program/Activity		
Date(s)	Class ID	
Course Name/#		

The Wisconsin Indianhead Technical College District is a public educational institution. References to WITC include all locations of the College within the Wisconsin Indianhead Technical College District, its officers, officials, employees, volunteers, students, agents, and assigns.

The student expressly acknowledges that he/she has freely and voluntarily decided to participate in this Program or Activity. In consideration of participation in this Program or Activity, the student agrees as follows:

Risks involved in the program: As a condition precedent to Student's participation in the Program or Activity, Student agrees to exercise reasonable care at all times with respect to the safety of Student's own person and personal property, and with respect to the safety of other Students and their personal property. Student understands, however, that there are certain dangers, hazards, and risks inherent in the activities included in the Program. These hazards or risks include but are not limited to falls and slippage, sprains, back, knee, wrist or arm related injuries and are outlined in the following written materials received by the student: \_\_\_\_\_\_\_. Student acknowledges that participation in the Program or Activity may involve the risk of damage to property, bodily injury, and, in some cases, even death. WITC does not assume any responsibility for such personal injuries or property damage. Student further acknowledges that he/she is at least eighteen (18) years of age and is competent to enter this agreement. If Student is a minor under the age of eighteen (18) years of age, the parent and/or guardian acknowledges they are competent to sign this document on behalf of the Student.

**Health and Safety:** All students are advised to consult with a medical doctor with regard to their personal medical needs. By participating in the Program or Activity the student ascertains that there are no health-related reasons or problems that preclude or restrict their participation in the Program or Activity. Students are obligated to obtain required immunizations, if any. Student must be aware of all applicable personal medical needs, and have arranged, through comprehensive health and medical insurance, to meet any and all needs for payment of medical costs while he/she participates in the Program or Activity.

The Student recognizes that the College is not obligated to attend to any medical or medication needs of the Student, and the Student assumes all risk and responsibility therefore. In case of medical emergency occurring during a Student's participation in this Program or Activity, the Student authorizes in advance

the representative of the College to secure whatever treatment is judged necessary. College may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding the Student's health and safety. Such actions do not create a special relationship between the College and the Student. The Student releases WITC, its officers, officials, employees, volunteers, students, agents and assigns from liability for any bodily injury or damage they sustain / sustained as a result of any medical care that they receive/received resulting in their participation in the Program or Activity, as well as any medical treatment decision or recommendation made by an employee or agent of WITC. The Student agrees to pay all expenses relating thereto and release WITC from any liability for any actions.

## **Governing Law: Forum**

Student agrees that this Agreement and Release shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under, or incident to, this Agreement and Release. The terms and provisions of this Agreement and Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement and Release, the validity of the remaining portions shall not be affected.

## **ASSUMPTION OF RISK AND RELEASE OF LIABILITY:**

Student Participation in the Program or Activity will be construed by WITC as a Student positively affirming the following statement:

"Knowing the risks described above, and in voluntary consideration of being permitted to participate in the Program or Activity, I agree to release, indemnify, and defend WITC and their 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 or Activity."

If a student is unwilling to positively affirm the above agreement, it is the responsibility of the Student to immediately discontinue the Program and Activity. Please refer to WITC's student withdrawal policy for additional information.

Student	Date
Parent/Legal Guardian	Date

(Signature required if Student is under age 18.)