

WALTERS STATE COMMUNITY COLLEGE

Summer Math/Science Camp

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release executed by:

Name of Student _____

Street Address _____

City, State, Zip _____

hereinafter referred to as the "Student", and by,

Name of Parent or Guardian _____

whose address, if different from the Student's is:

Street Address _____

City, State, Zip _____

hereinafter referred to as "Parent/Guardian", to Walters State Community College ("College"), 500 South Davy Crockett Parkway, Morristown, Tennessee 37813-6899.

- 1.0 We, the undersigned request that the Student be granted permission to participate in the 2009 Summer Math/Science Camp ("MSC"), to be held at the College's main campus at 500 South Davy Crockett Parkway, Morristown, Tennessee 37813-6899 or at the Sevier County Campus, 1720 Old Newport Highway, Sevierville, Tennessee 37876 on the following dates: July 20, 21, 22, 23, 2009.
- 1.1 Some MSC Biology or Chemistry activities may be conducted in a laboratory setting containing laboratory equipment and paraphernalia. Chemistry activities may involve the use of materials and equipment that may cause bodily harm if improperly used. The Student will be supervised at all times while engaged in these activities.
- 1.2 The College reserves the right to cancel classes, or other activities contained therein or prevent the Student from participating in such classes or class activities if, in the College's sole judgment, such classes, activities, or participation may seriously endanger the Student or other Students or otherwise be harmful or inconsistent with the normal practices and philosophy of the College and all applicable policies of the Tennessee Board of Regents.
- 2.0 In consideration of the Student being permitted to participate in MSC, we do release, waive, forever discharge, and covenant not to sue the College, its governing board, officers, agents, employees, and any students acting as employees ("Releases"), from and against any and all liability for any harm, injury, damage, claims, demands actions, causes of action, costs, expenses of any nature which the Student may have or which may hereafter accrue to the Student, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by the Student or by any property belonging to me, whether caused by the negligence or carelessness of the Releases, or otherwise, while the Student is in, on, upon, or in transit to or from the premises where MSC, or any adjunct to MSC, occurs or is being conducted.
- 3.0 We have signed this "Release, Waiver, Discharge, and Covenant Not to Sue" in full recognition and appreciation of the dangers, hazards, and risks of such activities, which dangers include but are not limited to those described in Sections 1.1 of this Release, and which could include serious or even mortal injuries and property damage. We further attest that we have fully discussed the aforementioned risks and hazards, and the Student and the Student's Parent/Guardian agree that the Student has individually assumed the risks involved with MSC as witnessed below.
- 4.0 We understand and agree that Releasees do not have medical personnel available at the location of the Student or on the campus. We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. We

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.

- 5.0 It is our express intent that this Release and hold harmless agreement shall bind the members of the Student's family, if the Student is alive, and the Student's family, estate, heirs, administrators, personal representatives, or assigns, if the Student is deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the Above-Named Releasees. The Student's Parent/Guardian further agrees to save and hold harmless, indemnify, and defend Releasees from any claim by the Student or the Student's family, arising out of the Student's participation in MSC.
- 6.0 In signing this Release, the Student and the Student's Parent/Guardian acknowledge and represent that we have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before we sign it, and that we have reviewed it the Student understands what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. We further state that there are no health-related reasons or problems which preclude or restrict the Student's participation in MSC, and that the Student has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Student.
- 7.0 We further agree that this Release shall be construed in accordance with the laws of the State of Tennessee. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

I, the Student's Parent/Guardian, further state that I am the Student's Parent/Guardian, and am fully competent to sign this Agreement; and that I execute this Release for full, adequate, and complete consideration fully intending for myself, for the Student, and for the Student's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

IN WITNESS WHEREOF, we have executed this release this _____ day of _____, 20_____.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

PARENT OR GUARDIAN

STUDENT

Signature of Parent/Guardian

Signature of Student

Date

Date

Walters State Community College

I do hereby authorize Walters State Community College and those acting under its authority to:

Record my participation, statements, and appearance on videotape, audiotape, film photography, or any other medium.

Use my name, likeness, voice, and biographical materials in connection with these recordings.

Exhibit or distribute such recording in whole or in part without restrictions or limitations for any educational or promotional purpose which Walters State Community College and those acting under its authority deem appropriate. Exhibition or distribution may be through television, home video playback devices, audio visual library services or unspecified media.

These rights are granted to Walters State Community College and apply throughout the World.

Name: _____

Address: _____

Phone No: _____

Signature: _____ Witness Signature: _____

Parent / Guardian Signature (if under 18): _____

Walters State community College does not discriminate on the basis of race, sex, color, religion, national origin, age, disability or veteran status in provision of educational programs and services or employment opportunities and benefits. This policy extends to both employment by and admission to the college. Walters State does not discriminate on the basis of race, sex or disability in its education programs and activities pursuant to the requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA) of 1990. Inquiries and charges of violation concerning Title VI, Title IX, Section 504, ADA or the Age Discrimination in Employment Act (ADEA) or any of the other above referenced policies should be directed to the Humans Resources Office at Walters State, 500 S. Davy Crockett Pkwy., Morristown, TN 37813 6899. Requests for accommodation of a disability should be directed to the ADA Coordinator at the Office of Services for Individuals with Disabilities at Walters State, 500 S. Davy Crockett Pkwy., Morristown, TN 37813 6899.

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