

Henry Ford College

Assumption of Risk, Waiver, and Release from Liability

Participant Name: _____

In consideration for being allowed to participate in: _____ through
Henry Ford College ("College"), I agree as follows:

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ASSUMPTION OF RISK: Participation in this class/activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, including: minor injuries such as scratches, bruises, and sprains; major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and catastrophic injuries including paralysis and death. Injuries may be caused by my actions and/or the actions of others and may arise from many different causes including but not limited to, injuries caused while operating or maintaining motor vehicles; motor vehicle collisions and fires; accidents associated with use of tools, machinery and equipment; hazards associated with the premises where activities take place; and weather.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in the class/activities in which I wish to participate. I hereby assert that my participation is voluntary and that I knowingly assume such risks.

WAIVER: To the maximum extent permitted by law, I for myself, my heirs, personal representatives or assigns, do hereby covenant not to sue, and release, waive, and discharge from liability Henry Ford College, its elected and appointed officials, employees, agents, students and volunteers from any and all claims including the negligence of the College resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observations and use of facilities, premises, or equipment.

INDEMNIFICATION AND HOLD HARMLESS: I agree to indemnify and hold harmless Henry Ford College, its elected and appointed officials, employees, agents, students and volunteers from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, arising or resulting from my involvement at the College and to reimburse them for any such expense incurred.

CONSENT FOR EMERGENCY TREATMENT: I consent to medical treatment for emergencies that occur during or are related use of the College and its facilities where I am unable to consent to such treatment

INSURANCE: I understand that I am solely responsible for any medical, health or personal injury costs relating to my use of the College, its facilities and equipment or related to my participation in this activity. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all use of the College, its facilities and equipment.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

POLICIES: I have received a copy of and agree to abide by all College policies. Failure to do so may result in a suspension of my privilege to use the College, its facilities and equipment.

JURISDICTION. This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Michigan. The parties agree to use the State of Michigan for Jurisdiction and the County of Wayne as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

SEVERABILITY. If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement and fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PARTICIPANT SIGNATURE

OR

GUARDIAN/PARENT SIGNATURE

Date

Date