

Southwestern College

Special Events Waiver and Release Agreement

I, _____, have agreed to participate in the Southwestern College's program of _____ from _____

_____ until _____ ("the Program"). In consideration for being permitted to participate in the program, I hereby agree and represent that:

1. I have, or will secure, health insurance to provide adequate coverage for any injuries or illness that I may sustain or experience while participating in the program. By my signature below, I certify that I have confirmed that my health care coverage will adequately cover me for the duration of this program. I hereby release the College, the employees and or agents from any responsibility or liability for expenses incurred by me for illness or injuries during my participation in this program.

2. I understand that, although the College will attempt to maintain the program as described in its publications and brochures, it reserves the right to change the program, including the itinerary, travel arrangements or accommodations at any time and for any reason, with or without notice, and that the College, or the employees or agents of the College, shall not be responsible or liable for any expense or losses that I may sustain because of these changes.

3. I understand the College reserves the right to decline to retain me in the program at any time, should my actions or behavior, in the sole discretion of the College, be determined to impede or obstruct the progress of the program in any way.

4. Furthermore, I grant Southwestern College permission to reproduce all photographs, video, movies, or sound recordings taken of me during the time I participate in the program.

5. I understand that, although the College has made reasonable effort to assure my safety while participating in this program, there are unavoidable risks in travel and I hereby release and promise not to sue the College, or the employees and agents of the College, for any damages or injury (including death) caused by, derived from, or associated with my participation in the program, except for such damages or injury as may be caused by the gross negligence of willful misconduct of the employees or agents of the College.

6. I agree that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of the agreement will remain in full force and effect.

7. I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement; I have the right to consult with the advisor, counselor or attorney of my choice.

8. I agree that, should there be any dispute concerning my participation in the program that would require the adjudication of a court of law, such adjudication will occur in the courts of, and be determined by the laws of the State of Kansas.

9. This agreement represents my complete understanding with the College concerning the College's responsibility and liability for my participation in the program, supersedes any previous or contemporaneous understandings I may have had with the College on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

10. I represent that I am at least eighteen (18) years of age, or if not, that I have secured below the signature of my parent or guardian, as well as my own.

Participant's Signature _____ Date _____

Signature of Parent or Guardian (if required) _____ Date _____

(April, 2006)