

January 2019 • Replaces all previous versions

Northland Pioneer College

(Informed Consent, Assumption of Risk, **Liability Release and Indemnity Agreement)**

□ Field Trip/Excursion □ Class □ Nursing Clinical □ Science Lab □ SGA Activity □ Other

Disability Accommodations Needed:

1. Name of Activity:

2. Date(s) of Activity:

3. Departure Location:

Destination (closest point) City/Town/State: 4.

5. Estimated Miles from departure point to destination:

6. Instructor/Activity Coordinator:

_____, freely choose to participate in the above-stated

Activity/Class/Program (hereforth referred to as the "Activity"). In consideration of my participation in this Activity, I agree as follows:

I acknowledge that my participation in the Activity is completely voluntary.

I acknowledge that the Activity carries inherent risks that cannot be eliminated regardless of the care taken to avoid injury or harm. These risks include property damage, and bodily injury, illness, or death from slips, trips, falls, contact with another person, being struck, any possible source of danger on or near the road that could lead to a vehicle crash, heat exhaustion, heat stroke, and hyperthermia. These risks may result from a variety of circumstances, including but not limited to, transportation to and from the Activity, the use or misuse of any equipment, the Activity itself, from the acts of others, including College employees and agents, or from the unavailability of medical care. I fully appreciate and knowingly assume all such risks.

Because of the inherent risks, I am obligated to comply with all of the rules, regulations and procedures related to the participation of this Activity. I agree that Northland Pioneer College (NPC) may immediately remove me from participating for any failure to comply with the Activity's rules, regulation or procedures, even if such rules, regulations, or procedures are not in writing.

I hereby release, waive, discharge, and hold harmless NPC and its employees, agents, representatives, and volunteers, past or present, from any claims, suits, liabilities, judgment, costs, and expenses for any property damage, property loss or theft, personal injury or illness, death, or other loss arising from or relating to my participation in the Activity or practice Activities.

I agree to defend and indemnify NPC and its employees, agents, representatives, and volunteers from and against any claims arising from or related to my acts or omissions while participating in the Activity. I also agree to pay for any and all property damage caused by me negligently, willfully, or otherwise.

I am aware that NPC will not provide accident or health insurance coverage for me.

In the event of an emergency, I authorize NPC and its employees and agents to seek medical treatment as deemed necessary. I recognize that NPC is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore.

If any term or provision of this Waiver Form (Informed Consent, Assumption of Risk, Liability Release and Indemnity Agreement), (henceforth referred to as the "Form"), 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, then it is the express intention of the parties that the remainder of this agreement, or the application of such term or provision other than to those as to which is held illegal, invalid, or unenforceable, shall not be affected thereby and shall remain in full force and effect.

TRAVEL:

- a. **INDEPENDENT TRAVEL:** I understand that NPC is not responsible for any loss or damage I may suffer when I am traveling independently in a private vehicle or I am otherwise separated from the NPC Activity. In addition, I understand that any travel that I do independently on my own before or after the NPC sponsored Activity is entirely at my own expense and risk.
- b. **TRAVEL ARRANGEMENTS:** I understand NPC is not responsible for any third party which may provide any services including food, lodging, travel, or other goods or services associated with the travel. I understand that NPC accepts no responsibility, in whole or in part, for delays, loss, damage or injury to persons or property whatsoever, caused to me or others prior to departure, while traveling, or while staying in designated lodging. I further understand that NPC is not responsible for matters that are beyond its control. I acknowledge that NPC reserves the right to cancel the Activity without penalty or to make any modifications to the itinerary and/or academic program as deemed necessary by NPC.

I have read this agreement and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.

Knowing the risks described above, and in voluntary consideration of being permitted to participate in the Activity, I agree to release, indemnify, and defend NPC 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 Activity.

I indicate that by my signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Form and acknowledge that I understand it. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This Form shall be governed by the laws of the State of Arizona which shall be the forum for any lawsuits filed under or incident to this Form or to the Activity. If any portion of this Form is held invalid, the rest of the document shall continue in full force and effect.

Form must have actual Signatures and Dates

Date	
Phone Number	
AGE:	
Date	
	Phone Number