

**ACKNOWLEDGEMENT OF RISKS / ACCEPTANCE OF RESPONSIBILITY
AGREEMENT AND RELEASE**

This Acknowledgement of Risks / Acceptance of Responsibility Agreement and Release (“Agreement and Release”) is executed by (“Participant”) PLEASE PRINT Name: _____

Address: _____

Tele # _____ and is issued to WAUKESHA COUNTY TECHNICAL COLLEGE (WCTC)/ LEARNING IN RETIREMENT (LIR) for events (“the Program”) conducted by LIR.

This Agreement and Release is issued to cover the LIR Program that includes, but is not limited to, course sessions, meetings, trips, and other sponsored events held by the WCTC/LIR organization. It is an **all-inclusive** agreement for any LIR event conducted on either the WCTC Pewaukee campus, the WCTC Waukesha campus, or any off-campus site location including, but not limited to, non-WCTC public buildings, private or community establishments, theaters, parks, golf courses, or any location where LIR sponsored events are conducted. This also covers transportation to or from any LIR event only if the transportation is arranged by LIR.

PLEASE READ CAREFULLY

Participant’s desire to take part in the Program

Participant acknowledges that he/she is participating in LIR sponsored events during the **LIR Fiscal Year September 01, 2017, through August 31, 2018.** Participant expressly acknowledges that he/she has freely and voluntarily decided to participate in the Program. Participant acknowledges receiving the following written information and understands with regard to the Program:

Health and Safety

Participant has consulted with a medical doctor with regard to any personal medical needs. Further, Participant represents that he/she has no health-related reasons or problems which preclude or restrict his/her participation in the Program.

Participant is aware of all applicable personal medical needs and has 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.

Participant understands and acknowledges that WCTC/LIR may, but is not obligated to, take any actions it considers to be warranted under the circumstances regarding the Participant’s health and safety. Further, Participant agrees to pay all expenses relating thereto and releases WCTC/LIR from any liability for any actions taken.

Acceptable Conduct by Participant

Participant is aware of the behavior expected while participating in the Program. Unacceptable behavior includes, but is not limited to, the improper use of alcohol or other drugs, abusive language, discrimination, and carrying any firearms or other weapons while participating in the Program. Participant shall abide by all policies, rules and regulations established by WCTC and the LIR Program. Participant assures WCTC/LIR that he/she shall act in an appropriate manner at all times.

Waiver of WCTC’S/LIR’S Liability and Indemnification of WCTC/LIR for Risks and Dangers

As a condition precedent to Participant’s participation in the Program, Participant agrees to exercise reasonable care at all times with respect to the safety of Participant’s own person and personal property, and with respect to the safety of other Participants and their personal property. Participant understands, however, that there are certain dangers, hazards, and risks inherent in the activities included in the Program. Participant acknowledges that participation in the Program may involve the risk of damage to property, bodily injury, and, in some cases, even death. Neither WCTC/LIR, nor the Program’s Educational Coordinator, assumes any responsibility for such personal injuries or property damage. (OVER)

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Accordingly, Participant, for him/herself and the Participant's spouse (if applicable), heirs, assigns, related individuals and related entities, does hereby waive, release, absolve, discharge and agree to hold harmless WCTC/LIR and their Boards of Trustees, directors, officers, employees, teachers, agents and insurers, and the Program's Coordinator (collectively, the "Released Parties"), from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages, or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which the Participant shall, or may have, in the future against the Released Parties arising out of, based on, related to, or connected with, the Participant's enrollment and participation in the Program. Participant also agrees to indemnify and hold the Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements and attorneys' fees that are associated with the Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Participant's enrollment or participation in the Program, including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and Agreement and Release does not, however, absolve the Released Parties from any liabilities, damages, costs, disbursements and attorneys' fees incurred due to its intentional or reckless conduct.

Participant understands that if any fact with respect to which this Agreement and Release is executed is found hereafter to be other than or different from any fact now believed by Participant to be true, Participant expressly accepts and assumes the risk of such a possible difference and agrees that this Agreement and Release shall be and remains effective notwithstanding such difference in facts.

Governing Law: Forum

Participant 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.

Other Provisions

The Released Parties are granted permission to authorize emergency medical treatment, if necessary, and that such action by the Released Parties will cause them to assume no responsibility for any injury, damage or medical expense which might arise out of, or in connection with, such emergency medical treatment.

It is the Participant's express intent that this Agreement and Release shall bind the members of the Participant's family and spouse (if applicable); and if the Participant is deceased, it shall be deemed as a release, waiver, discharge, and covenant not to sue the Released Parties by the Participant's family and spouse (if applicable), for any matter arising out of Participant's participation in the Program.

By signing this document, Participant acknowledges and represents that he/she is fully informed of the contents of this Agreement and Release. By reading it before signing it, and by signing this document as the Participant's own free act, Participant confirms that no oral representations, statements or inducements, apart from those made herein, have been made.

**This Agreement and Release requires you to give up substantial legal rights.
Please read and understand this document before you sign it.**

Participant Signature

Date

Emergency Contact Information:

Contact Name (Please Print): _____
Contact Phone Number: _____