

IVY TECH COMMUNITY COLLEGE
LIABILITY RELEASE AND MEDICAL TREATMENT AUTHORIZATION AGREEMENT

Ivy Tech Community College (collectively "Ivy Tech") is offering an opportunity to participate in the Activities. Ivy Tech is willing to allow my participation in the Activities if, and only if, I, on behalf of myself and on behalf of my heirs, next of kin, assigns, and personal representatives, acknowledge and agree to the following:

Voluntary Participation: I understand that participation in the Activities is completely voluntary, and Ivy Tech is not requiring, encouraging, or otherwise expecting that I participate in the Activities.

Acknowledgment and Assumption of Risks: I understand and acknowledge that participation in the Activities is potentially hazardous and involves risks, known and unknown, inherent and otherwise, that cannot be eliminated and which may cause injury, illness, paralysis or death to myself or to other persons and/or damage to property. These risks include, but are not limited to, acts, omissions and/or negligence of others involved with the Activities, improper supervision, intentional and unintentional physical contact, known or unknown medical conditions, COVID 19 or other viral, bacterial or pathogen exposure and/or failure of and/or improper maintenance, use or operation of equipment. Ivy Tech disclaims any responsibility for students and others who travel to the Activity in vehicles not owned, leased, or rented by Ivy Tech, and I hereby assume all risks associated with driving myself and/or others, or being driven by others, to or from the Activity. I accept full and sole responsibility for all risks, known and unknown, inherent or otherwise, related to the Activities, and acknowledge that I am voluntarily participating in the Activities even with knowledge of these risks.

Liability Release: Acknowledging that such risks exists, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Ivy Tech Community College as well as their respective related entities and affiliates and their and their affiliates' officers, directors, members, trustees, faculty employees, representatives, agents, insurers, attorneys, owners and/or anyone else associated in any way with my participation in the Activities including, but not limited to, other participants (the "Released Parties"), from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I, or anyone on my behalf have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my participation in the Activities. This release includes any claims that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Medical Treatment Authorization: In the event I am injured or become ill while participating in the Activities, I authorize Ivy Tech or anyone else involved with the Activities to secure first aid and/or the services of any legally qualified physician or hospital and I agree to assume any financial obligations incurred therewith. However, I acknowledge that Ivy Tech is not responsible for and has no duty to provide any first aid, medical treatment or other assistance.

Representations and Agreement to Terms and Conditions: I represent that: (i) I am at least eighteen (18) years old; (ii) I have read this Agreement; (iii) I have been given an opportunity to ask questions about its contents and/or to seek the advice of an attorney; (iv) fully understand its contents and the waiver of my legal rights contained therein; (v) understand that the above release is intended to be as broad as permitted by applicable law; and (vi) voluntarily, and without any inducement, agree to the terms and conditions set forth therein.

Governing Law and Venue: This Agreement is governed by the laws of the State of Indiana. Any cause of action relating to the interpretation or enforcement of this Agreement shall be instituted in a court of competent jurisdiction located in Marion County. If one or more portions of this Agreement are found to be unenforceable, the remainder of the Agreement will remain enforceable.

Participant Name

Signature

Date

Date of Birth

If participant is under 18, a parent or guardian must sign on Participant's behalf:

Participant Name

Guardian Name and Signature

Date