

SCHOOLCRAFT COLLEGE KIDS ON CAMPUS PROGRAMS PARTICIPATION WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the Minor Child being allowed to participate in Schoolcraft College's Kids on Campus Programs, I the undersigned, acknowledge and agree as follows:

1. I certify that I am the parent/guardian with legal responsibility and authority for the Minor Child.
2. I understand the nature of Schoolcraft College's Kids on Campus Programs is to provide educational experiences for minors and that the Minor Child may be involved in activities that include, but are not limited to: arts, crafts, science experiments, games, sporting activities (soccer, basketball, flag football and volleyball), use of culinary equipment, woodcraft tools, first aid training (CPR/AED and venipuncture), computers, ceramics, welding, firefighting equipment, and manufacturing equipment.
3. I am familiar with and accept, on behalf of myself and the Minor Child, that the risks of injury to the Minor Child from the activities involved in Kids on Campus Programs are significant, including the potential for permanent disability and death, and while rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist.
4. I have satisfied myself and warrant that the Minor Child is physically, emotionally, and mentally able to participate in the Kids on Campus Programs.
5. I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE, SCHOOLCRAFT COLLEGE, ITS BOARD, BOARD MEMBERS, OFFICERS, EMPLOYEES, STUDENTS, AGENTS OR REPRESENTATIVES and/or VOLUNTEERS from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage or injury, that may be sustained by the Minor Child WHETHER CAUSED BY THE NEGLIGENCE OF ANY BOARD MEMBER, OFFICER, EMPLOYEE, STUDENT, AGENT OR REPRESENTATIVE and/or VOLUNTEER of SCHOOLCRAFT COLLEGE, or otherwise, while participating in Schoolcraft College's Kids on Campus Programs, or while in, on or upon the premises where the Schoolcraft College's Kids on Campus Programs are being conducted.
6. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, DAMAGE OR PERSONAL INJURY, that may be sustained by me, or any loss or damage as a result of participating in Schoolcraft College's Kids on Campus Programs.
7. It is my express intent that this Agreement shall bind the members of mine and the Minor Child's family, heirs, assigns and personal representative, and shall be deemed as a RELEASE, WAIVER, DISCHARGE and COVENANT NOT TO SUE SCHOOLCRAFT COLLEGE, ITS BOARD, BOARD MEMBERS, OFFICERS, EMPLOYEES, STUDENTS, AGENTS OR REPRESENTATIVES and/or VOLUNTEERS.
8. I shall defend, indemnify, and hold harmless Schoolcraft College, its Board, Board Members, Officers, Employees, Students, Agents or Representatives and/or Volunteers against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the Minor Child being on the Premises or participating in Schoolcraft College's Kids on Campus Programs.
9. In case of emergency, I give permission for emergency medical treatment of the Minor Child and for transportation to such treatment. I UNDERSTAND THAT SCHOOLCRAFT COLLEGE, ITS BOARD, BOARD MEMBERS, OFFICERS, EMPLOYEES, STUDENTS, AGENTS OR REPRESENTATIVES and/or VOLUNTEERS SHALL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY THAT I MAY SUSTAIN. I RELEASE AND HOLD HARMLESS SCHOOLCRAFT COLLEGE, ITS BOARD, BOARD MEMBERS, OFFICERS, EMPLOYEES, STUDENTS, AGENTS OR REPRESENTATIVES and/or VOLUNTEERS FROM ALL MEDICAL COSTS AND MEDICAL EXPENSES ASSOCIATED WITH THE MINOR CHILD'S VOLUNTARY PARTICIPATION.
10. Photographs/Videos may be taken of the Minor Child during the Kids on Campus Programs. These photographs/videos may be used for future Kids on Campus Programs promotional materials.
11. This Agreement constitutes the sole and entire agreement between Schoolcraft College, myself and the Minor Child with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. This Release is binding on and shall inure to the benefit of Schoolcraft College, myself and the Minor Child and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be only brought in the federal and state courts located in the County of Wayne, State of Michigan and I hereby consent to the exclusive jurisdiction of such courts.

I have read this Agreement and fully understand its terms, understand that I, on behalf of myself and the Minor Child, have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.

Minor Child's Name (Print Name)

AGE

PARENT/GUARDIAN (Print Name)

DATE

PARENT/GUARDIAN SIGNATURE

EMERGENCY PHONE NUMBER

I am the parent or legal guardian of the minor participant named above. I have the legal right to consent and, by signing above, I hereby do consent in all respects to the terms and conditions of this agreement and agree that both the minor and I shall be bound by all of its terms and conditions. I agree that I am entering into this contract as an electronic transaction and my electronic signature will be used as my signature.