

**Muskegon Community College**  
**Athletics Release of Liability, Indemnification, and Assumption of Risk**  
Jayhawk Athletics

As consideration for permitting the me to participate in the athletic program {hereafter the “Program”) offered by Muskegon Community College (“College”), I agree as follows:

To comply with and follow all protocols, guidelines, or other safety procedures; follow all safety rules of the Program, instructor and College; and inform the instructor or College of conduct or condition which might endanger myself or others.

**ASSUMPTION OF RISK:** I understand that participation in the Program can involve certain risks, including, but not limited to: death; serious neck and spinal injuries resulting in complete or partial paralysis; concussion or brain damage; serious injury to virtually all bones, joints, muscles, and internal organs, severe cardiovascular stress; and that equipment provided for my protection may be inadequate to prevent injury. In addition, I understand that participation in the Program also involves incidental risks, including, but not limited to: travel to and from the site of the Program activity; participation at sites that may be remote from available medical assistance; the possible conduct of other participants; exposure to communicable and infectious diseases, including, for example, HIV, hepatitis, and COVID-19, which can lead to illness or death; and risk of theft, loss, or damage to my personal property, which may occur at any time arising out of my participation in this activity. I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the courses, activities and programs, or the negligent acts or omissions of Released Parties, and I expressly assume all such Risks and responsibilities for any damages, liabilities, losses or expenses which may be incurred as a result of my participation in the Program, and with knowledge for the risks and dangers, I assume all risks of participation in the Program and accept full responsibility for all damages or injury that may arise out of or result from my participation in the Program.

**RELEASE OF LIABILITY AND INDEMNIFICATION:** I, on behalf of myself, my heirs, executors, agents, administrators, assigns and all other persons claiming through me, voluntarily agree to and hereby knowingly, fully and completely waive and release College, its board members, officers, employees, students, volunteers or agents from any and all claims, demands, causes of action arising out of, or in any way connected with, my participation in the Program. This waiver and release includes, but shall not be limited to, waiver of the right to initiate, proceed with, or participate in any state or federal lawsuit, any administrative complaints, statutory or common law claims, that may arise against the College, its board members, officers, employees, students, volunteers or agents out of or in connection with my participation in the Program. I also agree to defend, protect, indemnify and hold harmless College, its board members, officers, employees, students, volunteers or agents from any and all claims, demands, causes of action that might hereafter be asserted, arising out of, or in any way connected with, my participation.

**INSURANCE:** I understand College does not carry participant insurance, and that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Program.

**GENERAL PROVISIONS:** This Agreement shall be governed by and construed under the laws of the State of Michigan. I agree that any legal action or proceeding relating to this Agreement, or arising out of any injury, death, damage or loss as a result of my participation in the Program shall be brought only in Muskegon County, Michigan.

I hereby warrant that I am of legal age and authorized to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including my rights and the rights of my heirs and next of kin and any legal and personal representative, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional

**Muskegon Community College**  
**Athletics Release of Liability, Indemnification, and Assumption of Risk**  
Jayhawk Athletics

acceptance of the terms, conditions, and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, voidable, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I hereby represent that (i) I am the person whose name appears below; (ii) am over the age of 18 and competent to enter into this Agreement; (iii) am in good health and in proper physical condition to participate in the Program; and (iv) am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Program. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Program, that I am responsible for my own safety and wellbeing at all times and under all circumstances while at the Program site.

_____	<u>  X  </u> _____	_____
Print Name	Signature	Date

FOR PARENT/GUARDIANS OF PARTICIPANTS UNDER AGE 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to all of the provisions of the PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless COLLEGE, its Board Members, Officers, Employees, Volunteers and Students or agents from any and all liabilities related to my minor child's participation in the Program, related programs and activities, even if arising from the negligence of COLLEGE, its Board Members, Officers, Employees, Volunteers and Students or agents.

_____	_____
PARENT/GUARDIAN (print)	DATE

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE EMERGENCY PHONE NUMBER