



## STUDENT WAIVER – NO OVERNIGHT STAY

(LOCAL TRAVEL)

### ASSUMPTION OF RISK AND RELEASE FOR OFF-CAMPUS ACTIVITIES

Date of Event \_\_\_\_\_ Time \_\_\_\_\_

Destination \_\_\_\_\_

Course Number \_\_\_\_\_ Section Number \_\_\_\_\_ Title \_\_\_\_\_

Instructor \_\_\_\_\_

I acknowledge that I am responsible for my personal conduct during this activity.

**GENERAL RELEASE AND WAIVER.** In consideration of participating in the off-campus activity offered through Kendall College of Art and Design of Ferris State University or other institutional sponsor approved by KCAD/FSU, I the undersigned, in full recognition and appreciation of the dangers and hazards inherent in traveling and to which I may be exposed during my enrollment and/or participation in this activity/program, agree to assume all the risks and responsibilities surrounding my participation in this off-campus activity or any independent activities undertaken as an adjunct thereto; and, further, I do for myself, my heirs, successors, assigns and personal representative(s) hereby defend, hold harmless, indemnify, and release, and forever discharge KCAD/FSU, all its officers, agents and employees from and against any and all claims, demands, and actions, or causes of action, on account of damage to personal property, or personal injury or death which may result from my participation, and which result from causes beyond the control of, and without the fault or negligence of KCAD/FSU, its officer, agents or employees, during the period of my participation as aforesaid. Furthermore, I hereby agree to indemnify, defend, and hold harmless KCAD/FSU and its employees, agents, officers, trustees and representatives (in their official and individual capacity) from any and all liability, losses, damages, judgments, or expenses, including attorney fees, that they or any of them include or sustain as a result of any claims, demands, actions, or causes of action that arise out of, occur during, or are in any way connected to my participation in the program and/or any travel incidental thereto.

I agree that this agreement is to be construed under the laws of the State of Michigan, USA; and that if any portion hereof is held involved, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

I have read this release, thoroughly understand it, and have asked questions if I did not understand it. My signature below indicates my complete and willful consent.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

If you are under 18, please have your parent/guardian sign below:

As the parent or legal guardian of the participant whose signature appears above, I have read and understand the conditions outlined above, have given my child or ward permission to participate in the program, and agree to be bound by the conditions outlined above as if I myself had signed above.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

**ASSUMPTION OF RISK AND RELEASE, WAIVER, DISCHARGE,  
INDEMNITY AND COVENANT NOT TO SUE FOR ADULT PARTICIPANT IN  
Study Away Program (Institutional activity)**

This is a legally binding Assumption of Risk and Release, Waiver, Discharge, Indemnity and Covenant Not to Sue (referred to as the "Release") executed by \_\_\_\_\_, whose address is \_\_\_\_\_, to Kendall College of Art & Design of Ferris State University, 17 Fountain Street NW Grand Rapids, MI 49503 (referred to as the "College").

- 1.0 I, the undersigned, am 18 years of age and otherwise fully competent to execute this Release desire to participate in the \_\_\_\_\_ (hereinafter "Activity"). I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in any transportation to and from the Activity, and in any independent research or activities I undertake as an adjunct to the Activity, which dangers include but are not limited to program activities [if necessary, described in more detail in the attached], and which also could include serious or even mortal injuries and property damage (referred to as the "dangers and risks"). I further attest that I have fully considered the aforementioned dangers and risks, and relying on my own judgment, I have voluntarily chosen to participate and assume all such dangers and risks.
- 2.0 Knowing the dangers and risks of the Activity, and in consideration of being permitted to participate in the Activity, I, on behalf of myself, my spouse, family, heirs, administrator(s), personal representative(s), and assigns agree to assume all the risks and responsibilities surrounding my participation in the Activity, and release, waive, forever discharge, and covenant not to sue the College, its governing board, officers, agents, employees, and any students acting as employees and/or volunteers (referred to as the "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while I am in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.
- 3.0 I understand and agree that Releasees may not have medical personnel available at the location of the Activity or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment.
- 4.0 It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me or my spouse, family, estate, heirs, administrator(s), personal representative(s), or assigns arising out of my participation in the Activity.
- 5.0 I state that there are no health-related reasons or problems which preclude or restrict my participation in this Activity (other than those restrictions which have been previously disclosed pursuant to a previous request for reasonable accommodations for this Activity), and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.
- 6.0 I agree that this Release shall be construed in accordance with the laws of the State of Michigan, which shall be the forum for any disputes or lawsuits arising from or incident to this Release. If any term or provision of this Release shall for any reason be held invalid, illegal, unenforceable, or in conflict with any law governing this

Release the validity of the remaining portions shall not be affected thereby, but shall continue in full legal force and effect.

CAUTION: READ BEFORE SIGNING

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE TERMS OF THIS COMPREHENSIVE "ASSUMPTION OF RISK AND RELEASE, WAIVER, DISCHARGE, INDEMNITY AND COVENANT NOT TO SUE FOR ADULT PARTICIPANT IN THE INSTITUTIONAL ACTIVITY"; THAT I UNDERSTAND ITS CONTENTS AND CONSEQUENCES; THAT THE ONLY PROMISES MADE TO ME TO SIGN THIS COMPREHENSIVE RELEASE ARE THOSE STATED HEREIN; THAT I HAVE BEEN GIVEN SUFFICIENT TIME TO REVIEW THIS RELEASE; AND THAT I AM SIGNING IT KNOWINGLY AND VOLUNTARILY, WITHOUT ANY COERSION, AND WITH THE FULL INTENT OF BEING BOUND BY ITS TERMS.

ADULT STUDENT/PARTICIPANT:

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name