

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

This Acknowledgment of Risks / Acceptance of Responsibility Agreement and Release (“Agreement and Release”) is executed by _____ (“Student”) and is issued to NORTHCENTRAL TECHNICAL COLLEGE.

Name of Program/Training: _____
Date(s): _____

PLEASE READ CAREFULLY

Student’s desire to participate in the Program

Student acknowledges that he/she is participating in the _____ Course. Student expressly acknowledges that he/she has freely and voluntarily decided to participate in this Program. Student acknowledges receiving the following written materials regarding the Program in which Student intends to participate:

Health and Safety

Student understands and acknowledges that:

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

Student 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.

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

Acceptable conduct by Student

Student is aware of the behavior expected while participating in the Program. There is certain behavior that is unacceptable and could lead to possible disruption or discontinuation of Student’s participation in the Program, including, but not limited to loud, boisterous, offensive or otherwise inappropriate conduct, the improper use of alcohol or other drugs affecting student’s participation in the Program, as well as, carrying any firearms or other weapons while participating in the Program. Student shall abide by all policies, rules and regulations established by NORTHCENTRAL TECHNICAL COLLEGE and the Program. Student shall also abide by the rules, policies and procedures of any practicum placement. Student assures NORTHCENTRAL TECHNICAL COLLEGE that he/she shall act in an appropriate manner at all times. If NORTHCENTRAL TECHNICAL COLLEGE finds it necessary to expel Student from participation in the Program, he/she will not receive any refund of Program fees.

Waiver of NORTHCENTRAL TECHNICAL COLLEGE’S Liability and Indemnification of NORTHCENTRAL TECHNICAL COLLEGE for Risks and Dangers

As a condition precedent to Student’s participation in the Program, Student agrees to exercise reasonable care at all times with respect to the safety of Student’s own person and personal property, and with respect to the safety of other Students and their personal property. Student understands, however, that there are certain dangers, hazards, and risks inherent in the activities included in the Program. Student acknowledges that participation in the Program may involve the risk of damage to property, bodily injury, and, in some cases, even death. Neither NORTHCENTRAL TECHNICAL COLLEGE, nor the Program’s Educational Coordinator, assumes any responsibility for such personal injuries or property damage. Student further acknowledges that he/she is at least eighteen (18) years of age, and is competent to sign this

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document. If Student is a minor under the age of eighteen (18) years of age, the parent and/or guardian acknowledges they are competent to sign this document on behalf of the Student.

Accordingly, Student, for him/herself and the Student's spouse (if applicable), heirs, assigns, related individuals and related entities, does hereby waive, release, absolve, discharge and agree to hold harmless NORTHCENTRAL TECHNICAL COLLEGE and its Board 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 Student shall, or may have, in the future against the Released Parties arising out of, based on, related to, or connected with, the Student's enrollment and participation in the Program. Student 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 Student'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.

Student 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 Student to be true, Student 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

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

By signing this document, Student 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 Student's own free act, Student 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.**

Student

Date

Parent/Legal Guardian
(Signature required if Student is under age 18.)

Date

STUDENT TRAVEL CONDUCT CODE

The following rules and regulations apply to all Northcentral Technical College students participating in travel which is either sponsored by a recognized student organization or in which the name of the college is used in conjunction with the event.

1. Participant's behavior traveling to or from, or during the event, should be such that it reflects credit to the group/organization, school, and the individual at all times. This also applies to participant's conduct during social activities or times when no formal activities or meetings are scheduled, such as late evening and early morning hours.
2. Participants are expected to refrain from taking positions that are contrary to or in conflict with the interest and/or positions of the group or detrimental to the group's event purposes.
3. Participants should dress appropriately for each situation.
4. Participants are expected to attend ALL meetings, workshops, and other scheduled events, unless prior approval has been obtained from the instructor/staff in charge. Please be prompt and prepared for all sessions.
5. Participants are to report any accidents, injuries, or illness to the advisor or person in charge.
6. No alcoholic beverage is to be consumed on the bus or during travel to and from the destination. No alcoholic beverage is to be consumed at any official event unless specifically designated.
7. The use and/or possession of illegal drugs will not be tolerated.
8. Participants responsible for theft and/or vandalism to properties during the course of the event will be held financially liable and may be subject to disciplinary action.
9. Any long-distance telephone calls, movie or game charges to the room, or other personal expenses will be the responsibility of the individual participant.
10. The advisor(s) to the student organizations/group participating in the travel who accompanies the group shall have total authority over the supervision of the event and its participants. This dictates that all student participants must adhere to and abide by the advisor's decisions and judgments and accord him/her the common courtesy and respect due to virtue of his/her position.
11. Participants who disregard or violate these rules may be subject to disciplinary action.

PARTICIPANT AGREEMENT

I have read the Code of Conduct for student travel and agree to abide by the established rules.

Name (please print)

Date

Signature