

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

2411 West 14th Street, Tempe, AZ 85281-6942

EXPERIENTIAL EDUCATION ASSUMPTION OF RISK & RELEASE OF LIABILITY

For Students (18 years of age and older)

Caution: This is a release of legal rights. Read and understand it before signing.

The Maricopa County Community College District is a public educational institution. Reference to College ("College") include all of the Colleges within the Maricopa County Community College District ("MCCCD"), its officials, employees, volunteers, students, agents, and assigns.

I, _____, will be participating as a experiential education student at _____ (Henceforth referred to as the "Program").

College encourages students to complete experiential education projects with approved partners. **If the Agency listed above is not an approved partner, I assume all risk and liability while at the site. Initial to confirm acceptance of responsibility: Student Initial:** _____

In consideration of my participation in this Program, I agree as follows:

RISK OF PROGRAM ACTIVITIES: I understand that my participation in the College Program specified above involves risks of physical harm and injury inherent in service activities including, but not limited to, working with people, participating in sports and recreation activities, cleaning and maintenance projects, preparing and serving food, and other service activities.

INSTITUTIONAL ARRANGEMENTS: I understand that College is not an agent of, and has no responsibility for, any third party that I may provide any Program services to. I understand that College provides guidance and facilitates my Program activities only as a component of my experiential education experience and that accordingly, College accepts no responsibility, in whole or in part, for loss, damage or injury to persons or property whatsoever, caused to me or others while participating in the Program. I further understand that College is not responsible for matters that are beyond its control.

INDEPENDENT ACTIVITY: I understand that College is not responsible for any loss or damage I may suffer when I am doing Program activities, traveling independently (including safety of passengers in private vehicle or as a passenger in such a private vehicle), or I am otherwise separated or absent from any College activity. In addition, I specifically acknowledge that in performing Program activities, I am doing so independently in the status of student of the Program I choose, and not as an employee, or agent of College. I further waive any and all claims which may arise from such Program activities, acknowledge that workers' compensation benefits are not provided to me in my capacity as a student, and hold College harmless from any of my negligent acts. I further state that I am not in any way an employee of College in any capacity.

HEALTH AND SAFETY: I have been advised to consult with a medical doctor with regard to my personal medical needs. I state that there are no health-related reasons or problems that preclude or restrict my participation in this Program. I have obtained the required immunizations, if any.

I understand that I may be required to pay up front for my medical expenses that I incur while participating in this Program. Further, I understand that I am responsible to submit any medical receipts to my insurance

carrier upon my return. I recognize that College is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. College may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety. Such actions do not create a special relationship between the MCCCCD and me. I release the MCCCCD, its officers, officials, employees, volunteers, students, agents and assigns from all liability for any bodily injury or damage I sustain as a result of any medical care that I receive resulting from my participation in Program, as well as any medical treatment decision or recommendation made by an employee or agent of the MCCCCD. I agree to pay all expenses relating thereto and release College and MCCCCD from any liability for any actions.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon taking care of myself. I understand that it is my responsibility to know what personal equipment is required (such as footwear, clothing, and other personal protective equipment) and provide the proper personal equipment for my participation in the Program, and to ensure that it is good and suitable condition. I agree to ask questions to make sure that I know now to safely participate in the Program activities, and I agree to observe the rules and practices which may be employed to minimize the risk of injury while participating in the Program activities. I agree that if I fail to act in accordance with this agreement that I may not be permitted to continue to participate in the activity.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY: I understand that I may be injured and lose or damage personal property as a result of participation in the Program. Therefore, I assume all risks related to the Program activities. Knowing the risks described above, and in consideration of being permitted to participate in the Program, I agree to release, indemnify, and defend College and their officials, officers, employees, agents, volunteers, sponsors, and students from and against any claim which I, the participant, or any other person may have for any losses, damages or injuries arising out of or in connection with my participation in this program.

SIGNATURE: I indicate that by signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Agreement and acknowledge that I understand it. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This Agreement shall be governed by the laws of the State of Arizona which shall be the venue for any lawsuits filed under or incident to this Agreement or to the Program. If any portion of this Agreement is held invalid, the rest of the document shall continue in full force and effect.

Signature of Program Participant

Date