



Northern Wyoming Community College District
1 Whitney Way
Sheridan, WY 82801
307.675-0505 / www.sheridan.edu

Northern Wyoming Community College District (Sheridan College)

Participant Agreement (Acknowledgment and Assumption of Risks and Agreements of Release and Indemnity)

In Consideration of Participant Name (please print) _____

Being permitted to participate in _____
(Activity/Course/Event)

Please read this document carefully. It must be signed by all participants and a parent or guardian if the participant is a minor (under 18 years of age). "Participant" includes adult and minor participants, unless indicated otherwise. In consideration of the services provided by the Northern Wyoming Community College District (NWCCD), I agree, for myself (and for the minor participant if I am signing as a parent or guardian), to the following:

Activities and Risks

I understand that NWCCD programs and camps are primarily focused in the classroom, gymnasium, but may also include outdoor activities. I further understand and acknowledge that the activities of the programs have risks, including certain risks which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability or death. The following describes some, but not all, of the inherent risks of NWCCD program/camp activities:

- NWCCD outdoor and gymnasium activities may be strenuous, physically and emotionally.
- NWCCD programs usually occur in classroom settings with the use of, but not limited to computers, cameras, print press, and musical instruments. Activities may include using chemicals, laboratory equipment, repetitive lifting and/or activities that may cause eye strain.
- Physical activities include without limitation walking, hiking, climbing, biking, paddling and repetitive lifting. Certain activities will require travel by vehicle, raft, canoe, kayak, or other boats, bicycle, horse, on foot and by other means, over improved and unimproved roads, rugged trails and off-trail terrain.
- Equipment may fail or malfunction.
- NWCCD participants, including minors, may have "free" time before, during and after their course/activity. NWCCD has no responsibility for participants during their free time. NWCCD staff may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and NWCCD is not responsible for their conduct. During the course NWCCD cannot continually monitor the behavior and activities of participants and participants must accept responsibility for themselves and others whether or not under the direct supervision of NWCCD staff.
- NWCCD activities are instructional in nature and participants will be challenged to expand their skills and judgment.
- NWCCD may from time to time use the services of private contractors for certain tasks, including, for example, transportation or the leading of an activity. NWCCD is not responsible for the acts or omissions of such contractors.

Acknowledgment and Assumption of Inherent and Other Risks

I understand and acknowledge that the description above (“Activities and Risks”) of the inherent risks of NWCCD’s program/camp activities is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in property loss, injury, illness or death. I acknowledge that my (or the minor participant’s) participation in this NWCCD program/camp is purely voluntary, and I wish to (or have the minor participant) participate in spite of and with knowledge of the inherent and other risks involved. **I acknowledge and assume the inherent risks described above and all other inherent risks of my (or the minor student’s) NWCCD activity as well as any other risks of enrolling or participating in a NWCCD program/camp.**

Agreements of Release and Indemnity

I hereby forever release, hold harmless and agree not to sue NWCCD, its officers, trustees, agents, and staff including employees, volunteers and interns (“Released Parties”), with respect to any and all claims of loss or damage to person or property by reason of injury, disability, death, or otherwise, suffered by me (or by a minor participant for whom I sign), arising in whole or part from my (or the minor participant’s) enrollment or participation in an outdoor activity of NWCCD. I agree further to indemnify (“indemnify” meaning to defend, and to pay or reimburse, including costs and attorney’s fees) Released Parties against any claim by a member of my (or the minor participant’s) family, a rescuer, another participant, or any other person, arising in whole or part from an injury or other loss suffered by or caused by me (or by the minor participant), in connection with my (or the minor participant’s) enrollment or participation in an activity of NWCCD. These agreements of Release and Indemnity are intended to be enforced to the fullest extent permitted by law and include claims of negligence, but not claims of gross negligence or intentionally wrongful conduct. For activities that occur on National Forest Service and/or other publicly owned lands and to the extent required by law, the above release and indemnity provisions do not extend to the Released Parties’ negligence.

Other Provisions

I have verified with my (or the minor participant’s) physician and other medical professionals, or otherwise satisfied NWCCD, that I have (or the minor participant has) no past or current physical or psychological condition that might affect my (or the minor participant’s) participation in the program, other than as described on the **Youth Program/Camp Medical Information and Release Form** submitted to NWCCD.

I agree to be responsible for any damage I (or the minor participant) may cause to NWCCD facilities or gear. NWCCD is not responsible for loss, theft or damage to a participant’s personal belongings stored at NWCCD facilities. If during your NWCCD program/camp you voluntarily withdraw or are expelled, NWCCD reserves the right to notify a parent, guardian or emergency contact person.

I understand that participation in and travel by participants enrolled in the NWCCD program/camp is a privilege. I understand that my conduct and activities while traveling inevitably reflect upon NWCCD, myself and other participants and students, and I agree to conduct myself as an ambassador of NWCCD and the community. I further agree to observe and abide by local, state, and federal law, and College Policies and Procedures, while participating in this program/camp. In addition to the above referenced rules, while participating in or traveling on NWCCD sponsored activities, I agree to not consume or possess illegal substances and alcoholic beverages, including cigarettes and e-cigarettes. I agree I will have no possession of any weapon, firework, or other flammable material.

Any dispute between me (or the minor participant) and NWCCD will be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Wyoming and I consent to jurisdiction in Wyoming. Any mediation or suit shall occur or be filed only in the State of Wyoming. This agreement applies to any and all claims and activities, including those occurring before, during, or after the course, including any free time. If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force.

THE PARTICIPANT AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT HAVE READ THIS PAGE AND THE PREVIOUS 2 PAGES OF THIS DOCUMENT AND UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS, WHICH SHALL BE BINDING UPON THEM, THEIR HEIRS, ESTATE, EXECUTORS AND ADMINISTRATORS. THE AGREEMENT MAY ONLY BE MODIFIED IN WRITING AND IF APPROVED BY NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT.

Participant Signature

Age

____/____/____

Date Signed

If the participant is under 18 years of age (or if the participant is a resident of Wyoming and is under 19 years of age) (or if the participant is a resident of Mississippi and is under 21 years of age), at least one parent or guardian must also sign. I have read the above release and agree for myself, and on behalf of the minor participant, to all of the terms in this agreement. I have legal authority to act on behalf of the minor student.

Printed Name of Parent/Guardian

Parent/Guardian Signature

____/____/____

Date Signed

Please list two emergency contacts:

Emergency Contact #1 Name	Cell Phone #	Work Phone #	Relationship
_____	_____	_____	_____
Emergency Contact #2 Name	Cell Phone #	Work Phone #	Relationship
_____	_____	_____	_____



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