



**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 GATEWAY TECHNICAL COLLEGE, INC.

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 GATEWAY 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 GATEWAY TECHNICAL COLLEGE and the Program. Student shall also abide by the rules, policies and procedures of any practicum placement. Student assures GATEWAY TECHNICAL COLLEGE that he/she shall act in an appropriate manner at all times. If GATEWAY 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 GATEWAY TECHNICAL COLLEGE’S Liability and Indemnification of GATEWAY 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 GATEWAY 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 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.



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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 GATEWAY 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 not withstanding 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