GATEWAY TECHNICAL COLLEGE PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT

This Release, Waiver of Liability, and Hold Harmless Agreement ("Release") is executed by:

(please print first and last name of participant ("Participant")) and is provided in favor of GATEWAY TECHNICAL COLLEGE ("COLLEGE").

Participant is participating in a COLLEGE affiliated Program/Course/Practicum/Service Learning/Training/Virtual Conferences and Events/Activity(s) ("Activity(s)"). This Activity(s) is described below (please print description below):

As a consideration of my participation in the Activity(s), I acknowledge and agree to this Release as follows:

I understand that there are certain dangers, hazards, and risks inherent in the Activity, including possible exposure to the novel coronavirus (SARS-CoV-2) or COVID-19 positive persons. In certain circumstances, these dangers can include severe bodily harm, and even death.

I understand that my participation in the Activity(s) may include dangers, hazards, and risks which involve inherent risks of injury and that my participation can result in property damage, bodily injury, illness and/or death.

I agree to exercise reasonable care at all times with respect to my safety and the safety of others. I agree to abide by all rules, policies and safety and other instructions that the COLLEGE may provide to me. I will inform the COLLEGE of any known health-related issues that might impede my participation in the Activity(s) or create a safety risk.

On my behalf, and on behalf of my heirs and assigns, I do hereby fully release and discharge the COLLEGE and any of its present or former Board of Trustees/Directors, administrators, officers, employees, teachers, agents and insurers, and its and their predecessors, successors and assigns (collectively, the COLLEGE Entities) from any and all liability, claims, and causes of action for any physical or mental injury or death, illness or other damages or loss which may result from my participation in the Activity(s), including, but not limited to, that which may arise out of the COLLEGE Entities' own negligence. This is a complete and irrevocable release and waiver of liability. This Release does not apply to any intentional or reckless acts by the COLLEGE Entities.

I also agree not to sue the COLLEGE Entities for any alleged liabilities, claims, or causes of action released hereunder. I promise to reimburse, indemnify and hold harmless the COLLEGE Entities for any and all liability that may be asserted against them for any and all loss, damage or claim whatsoever, including for claims seeking recovery based upon the COLLEGE Entities' own actual or alleged negligence, relating to any alleged liabilities, claims, or causes of action released hereunder.

By signing this document, I acknowledge that I am fully informed of the contents of this Release. I represent that I understand it and I wish to voluntarily participate in the Activity(s). I have raised and discussed with the COLLEGE all concerns I have as it relates to the content or effect of this Release, and I accept the wording of the Release as signed. I am not relying on any oral or written representations, statements or inducements not set forth in this Release. If I have any questions about this Release, I will contact the COLLEGE's Risk Management Coordinator before signing this document.

This Agreement and Release shall be governed by the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under, or incident to, this Release. By signing this Release. I am giving up substantial legal rights. I have read and understand this entire document before signing it.

Participant

Date

If the participant is under 18 years of age, a parent/guardian also must sign for the youth.

Parent/Legal Guardian

GATEWAY TECHNICAL COLLEGE PUBLICITY RELEASE FORM

"I certify that if this "Activity(s) is virtual or in-person, I am participating in Gateway Technical College photo/video productions and/or recordings and/or interviews by choice and that I was in no way forced to participate or give a testimonial as part of a college or program requirement. My statements are what I believe to be true. I give Gateway Technical College permission to utilize photographs and/or video images/pictures/recordings containing my voice, image and/or image of my original work. I understand the photographs/images/recordings voice may be utilized in print publication and/or digital publication promoting the college such as via newspaper, magazine, newsletter, mailer, brochure, billboard, website, social media, cable/television broadcast, and/or radio broadcast, or any other additional formats for the sole purpose of promoting the college via publicity and advertising."

This release is given pursuant to the provisions of Section 895.50 of the Wisconsin Statutes and Sections 668.71 – 668.75 of the Federal Higher Education Act.

By signing this Release. I am giving up substantial legal rights. I have read and understand this entire document before signing it.

Name (<mark>please print first and last name of participant</mark>)
Address
City/State/Zip
Phone #
Email
Signature*
Date

*If the participant is a minor, it is necessary for the individual's parent or legal guardian to sign this release.

Gateway Technical College is an equal opportunity/access/employer & educator.