



VENDOR ACCEPTANCE OF RISKS AND RESPONSIBILITY AGREEMENT AND RELEASE OF LIABILITY

Vendor is requested to read this document and complete all requested information.

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Please submit this form to the individual from whom you received the form at least 3 days prior to the event.

This Acceptance of Risks and Responsibility Agreement and Release of Liability ("Agreement and Release") is executed by:

Please print first and last name of each individual(s) ("Vendor") and is issued to GATEWAY TECHNICAL COLLEGE ("COLLEGE").

Vendor is voluntarily participating in a COLLEGE hosted On-Campus ("Activity"). This Activity is more fully described as _____.

Vendor understands that there are certain dangers, hazards, and risks inherent in the Activity. These include, but are not limited to, _____.

In certain circumstances, these dangers can include damage/destruction to property, severe bodily injury, and even death.

Vendor agrees to exercise reasonable care at all times with respect to Vendor's own safety and with respect to the safety of others. Vendor agrees to abide by all rules, policies and procedures of the COLLEGE specific to the Activity. Vendor has no business-related issues that would preclude or restrict participation in the Activity.

"To the fullest extent permitted by law, the Vendor, its owner(s), investor(s), agents, volunteers and employees shall indemnify and hold harmless GATEWAY TECHNICAL COLLEGE, GATEWAY TECHNICAL COLLEGE'S employees, faculty, board of directors, agents and volunteers from and against any liabilities, claims, damages, losses, including incidental and consequential losses, and expenses, including defense expenses and costs, attributable to losses, including, but not limited to bodily injury, sickness, disease or death, or to injury or destruction of vendor tangible property, arising out of, or resulting from, the planning, preparation and holding of the Activity, and caused by the negligent acts or omissions of the _____, its owner(s), investor(s), agents, volunteers and employees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

This indemnification obligation exists regardless of whether such claims, damages, losses or expenses are caused solely by _____ or contributed to in part by GATEWAY TECHNICAL COLLEGE. However, the law of the state of Wisconsin should injury or damage occur may provide for the apportionment of the loss.

[See the back of this document for signature section.]



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In claims brought by any employee of any subcontractors, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, against any person or party indemnified under this paragraph, the indemnification obligation under this paragraph shall not be limited to the amount or type of damages, compensation or benefits payable by or for the subcontractor or its subcontractors under any worker's compensation, disability or other employee benefit acts."

This release of liability does not, however, apply to any intentional or reckless acts or conduct by the COLLEGE.

By signing this document, Vendor acknowledges that s/he is fully informed of the contents of this Agreement and Release and represents that s/he understands it. Vendor is not relying on any oral or written representations, statements or inducements, apart from those made in this Agreement and Release.

Vendor is a recognized signee for the business and is authorized to sign this document.

By signing this Agreement and Release, you give up substantial legal rights. Read and understand this entire document before you sign it.

Name of Vendor/Business

Vendor Signature

Date

Vendor Signature (if more than one owner)

Date