

ELEVATE CONSENT FORM

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

CAMPER/PARTICIPANT INFORMATION

Camper/Participant's Name:

(Last)

(First)

(Middle)

Representations: WHEREAS, I, the undersigned individual, wish to voluntarily participate in the **Elevate Camp** service Activity, hereinafter called "the Activity." I hereby represent that I am in good health and in proper physical condition to safely engage in service activities. I agree that it is my and my guardian's responsibility to determine whether I am sufficiently fit and healthy enough to participate. In the event of injury or illness during my participation in the Activity, I authorize Elevate staff and the Activity organizers to administer and/or secure medical treatment on my behalf, and I agree to accept responsibility for the full expense of such medical care along with other related expenses such as ambulance transportation.

Waiver of Liability: In consideration of being permitted to participate in the service Activity, I hereby release, discharge and agree to hold harmless Elevate and Rochester College (including but not limited to the Activity organizers), Rochester College trustees, officers, faculty members, employees, agents, advisors or any one or more of them, or their executors, administrators, heirs or assigns (the "Released Parties") from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, on account of injuries to my person or property caused in whole or in part by the active or passive negligence of the Released Parties, arising out of or in connection with my participation. I intend for this release and indemnity agreement to protect the Released Parties from any and all claims, demands, damages, costs, expenses, actions and causes of action, present or future, of my executors, personal representatives, heirs and assigns, or any other person or entity, on account of injuries to my person or property, including injuries resulting in my death. I also recognize and agree that the Released Parties assume no responsibility for any liability, damage, or injury that I might sustain due to the intentional or negligent acts or omissions of any other person participating in the Activity.

Assumption of Risk: I understand and acknowledge there will be known and unknown risks, dangers, and hazards, which may be encountered in the above-mentioned Activity and that accidents and injuries commonly happen, often without fault on the part of the participants or the Activity organizers. Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one Activity to another, but the risks range from 1) minor injuries such as loss of personal property, scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to 3) catastrophic injuries including car accident, paralysis, drowning, and death. To the extent, my participation in the Activity involves leaving the premises of the Rochester College campus. I hereby confirm that I have voluntarily chosen to participate in the Activity. In the event of illness or injury, I authorize Elevate Staff and Rochester College and/or the Released Parties to administer and/or secure medical treatment on my behalf.

By electing to voluntarily participate in the Activity, I understand that I am accepting the risk of accidents and injuries that might arise out of my participation. I understand that these risks may be caused in whole or in part by my own actions or inactions; the actions or inactions of others participating in the Activity; the actions or inactions of others not participating in the Activity; or the acts, inaction or negligence of the released parties

defined below; and I voluntarily assume any and all risks and responsibility for any injuries, damages, liabilities, losses or expenses which I incur as a result of my participation in the Activity.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: In further consideration of my being permitted to participate in the Activity, I, for myself and for my executors, personal representatives, heirs and assigns, hereby assume full responsibility for the risks, foreseen or unforeseen, of property damage, injuries, or death to myself or to others arising out of my participation. I agree to indemnify and hold harmless **ELEVATE, ROCHESTER COLLEGE AND THE RELEASED PARTIES** from any and all claims, demands, damages, suits, procedures, costs, expenses, liabilities, actions and causes of action, present or future, including but not limited to costs of medical treatment and reasonable attorneys’ fees, that may accrue to any person or entity as a result of any property damage, injuries, or death, caused by me or arising out of my participation in the Activity and to reimburse them for any such expense incurred.

Insurance Coverage: I understand that neither Elevate, Rochester College nor any of the Released Parties undertake to provide health, accident, disability, hospitalization, personal property, or other insurance to participants in the Activity. I, therefore, affirm that I have adequate and appropriate medical insurance in the event medical attention is needed for me by reason of my participation in the Activity, unless the **No Insurance Waiver** below is completed.

Severability: I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, the assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to bring legal action or assert a claim against Rochester College. I acknowledge that by signing below, I am signing the agreement freely and voluntarily and effecting a complete and unconditional release of all liability to the greatest extent allowed by law.

If the Participant is a minor, the Parent or Legal Guardian of the Participant must also sign and accept this Waiver of Liability, Assumption of Risk, and Indemnity Agreement before the Participant will be permitted to participate in the Activity.

The signatures are required to complete your child’s registration. Please feel free to attach any additional medical concerns or information that might help us care for your child at Camp.

Participant’s Signature *Date*

Parent/Legal Guardian’s Signature *Date*

CONSENT TO TREAT

Any medications that a camper should be taking, or you would like to have available for him/her to take, must be given to the Camp nurse during registration. All medications must be in their original prescription container with the doctor's name and specific written instructions on it. Over-the-counter medications must also be in their original containers. The camp's nurse is permitted to administer medication only as prescribed on original packaging. Also, if needed, the camp's nurse has my permission to administer first aid and non-prescription medicines in the event of illness or injury, EXCEPT for the following:

To my knowledge, this health information is correct, and the person herein has permission to engage in all Camp activities, except as noted. I understand that I will be notified in case of serious injury or illness. However, if unable to reach me, I give my permission to the physician selected by the Camp Director and/or Nurse to hospitalize, secure proper treatment for and order injections, anesthesia, or surgery for my child/legal ward as named on this form. I understand that I am responsible for bills incurred by my child/legal ward.

I have read and understand the information on pages 1, 2 and 3.

Parent/Legal Guardian's Signature

Date

NO INSURANCE WAIVER – ACKNOWLEDGEMENT BY PARENT OR LEGAL GUARDIAN:

(Please sign if applicable)

As parent(s)/guardian(s) of the Camper/Participant named above, I acknowledge that I am aware of the participation of our son/daughter/legal ward in the 2018 Elevate Teen Camp at Rochester College. I understand that Rochester College has no insurance that would cover expenses incurred by our son/daughter/legal ward as a result of medical treatment necessitated by illness or injury to our son/daughter/legal ward. I hereby confirm that my son/daughter/legal ward is not covered by any health insurance policy, which would cover expenses incurred by our son/daughter/legal ward as a result of medical treatment necessitated by illness or injury to our son/daughter/legal ward. I hereby agree, therefore, to assume all financial responsibility for and pay all expenses incurred by our son/daughter/legal ward as a result of medical treatment required by our son/daughter/legal ward during his/her participation in the 2018 Elevate Teen Camp and will indemnify and hold Rochester College harmless with regard to any such expenses advanced by it to secure timely medical treatment.

Parent/Legal Guardian's Signature

Date