

**BEVILL STATE COMMUNITY COLLEGE
LIABILITY RELEASE, WAIVER, DISCHARGE AND
COVENANT NOT TO SUE (Under 19 years of age)
(For Field Trips and Other Off-Campus Activities)**

This is a legally binding Release executed by Bevill State Community College, whose address is _____ and by _____

(name, address, and relationship of participant's parent of guardian)

1.0 We, the undersigned request that _____, (participant), be granted permission to participate in the following activity/trip: _____

The activity/trip will be held at the following location _____.

2.0 In consideration of the Participant's being permitted to participate in the Activity, we do in advance release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officer, agents, employees, and any students acting as employees ("Releasees"), from and against any an all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to the Participant or Parent/Guardian, whether caused by the negligence or carelessness of the Releasees, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 We have signed this "Release, Waiver, Discharge, and Covenant Not to Sue" in full recognition and appreciation of the dangers, hazards, and risks of such activities, which could include serious injuries and property damage. We further attest that we have fully discussed the aforementioned risks and hazards, and Participant and Participant's Parent/Guardian agree that Participant has individually assumed the risks involved with this Activity as witnessed below.

4.0 We understand and agree that Releasees do not have medical personnel available at the location of the Activity or on the campus. We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. We understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

5.0 It is our express intent that this release and hold harmless agreement shall bind the members of Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Liability Release, Waiver, Discharge and Covenant Not to Sue" the above-named Releasees. Participant's Parent/Guardian further agree to save and hold harmless, indemnify, and defend Releasees from any claim by Participant or Participant's family, arising out of my participation in _____ (Activity)

6.0 In signing this Release, Participant’s Parent/Guardian acknowledges and represents that I have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before we sign it, and that we have reviewed it and that we have reviewed it and Participant understands what it means and that we sign this document as our free act and deed. Nor oral representations, statements, or inducement, apart from the foregoing written statement, have been made. We further state that there are no health-related reasons or problem which prelude or restrict the Participant’s participation in this Activity, and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Participant.

7.0 We further agree that this Release shall be construed in accordance with the laws of the State of Alabama. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

I, Participant’s Parent/Guardian further state that I am Participant’s:

_____Parent _____Guardian, (check one)
am fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending for myself, for the Participant, and for Participant’s family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

IN WITNESS WHEREOF, we have executed this Release this _____ day of _____, _____.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

PARENT OR GUARDIAN

WITNESS

(Name and Relationship to Participant)

(Signature)

STUDENT/PARTICIPANT

WITNESS

(Printed Name)

(Signature)