

GENERAL RELEASE, WAIVER AND AGREEMENT NOT TO SUE

I, _____ (the "Participant"), will be participating in an off-campus activity, event and/or trip sanctioned by Oklahoma City Community College (the "College") on _____. The event and/or trip is:

Name of Event: _____

Sponsoring Department/Division: _____

In consideration of the College's agreement to permit me to participate in this activity, event and/or trip, I enter into this GENERAL RELEASE, WAIVER AND AGREEMENT NOT TO SUE ("GENERAL RELEASE") and agree as follows:

1. I acknowledge that I am freely and voluntarily participating in this program, course, activity, event and/or trip.
2. **ACCEPTANCE OF RISK:** I understand that this activity, event and/or trip involves activities and risks not found in classroom study or employment at the College. These risks include but are not limited to the risks inherent in traveling to and from the off-campus location; varying standards of design, safety and maintenance of facilities, buildings, public places and conveyances; weather conditions; and negligence on the part of the College, its regents, employees, faculty, administrators, agents, officers, trustees and representatives; negligence on the part of students and others; property loss or injury; personal injury and even death. I accept these risks.
3. **GENERAL RELEASE, WAIVER AND AGREEMENT NOT TO SUE:** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, assume the risks and responsibilities surrounding my participation in this activity, event and/or trip. Individually, and on behalf of my heirs, successors, assigns and personal representatives, I hereby release, forever discharge and agree not to sue the College, its regents, employees, faculty, administrators, agents, officers, trustees and representatives (referred to hereinafter collectively as "Releasees") from and for any present or future liability whatsoever for any present or future damages, losses or injuries (including death) I sustain to my person or property, or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, including those arising from negligence of Releasees (but not including intentional acts or gross negligence of Releasees) and those arising from my own negligence, and expenses and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my participation in this activity, event and/or trip and/or any travel incidental thereto. In other words, I agree that I cannot sue or recover anything from Releasees if anything happens to me or my property as a result of Releasees' past or future negligence in connection with, or while preparing for or participating in, this particular activity, event and/or trip.

Form No.: Waiver 1

PARTICIPANT INITIALS _____

06/06/05

PARENT/GUARDIAN INITIALS _____

4. I agree that this GENERAL RELEASE is to be interpreted and construed under the laws of the State of Oklahoma, and that if any portion is held invalid, the balance shall continue in full legal force and effect.
5. **(SELECT ONE BY CIRCLING a. OR b. BELOW AND INITIALING CHOICE).**
 - a. I declare that I am eighteen (18) years of age or older, and I am competent to read and sign this GENERAL RELEASE. I understand that I may have an attorney review this document before I sign it.
 - b. I declare that I am under age eighteen (18) years of age. I affirm that the signature of my parent or guardian appears below and agree such signature is required before I may participate in the event and/or trip. I understand that I may have an attorney review this document before I sign it.
6. By signing this GENERAL RELEASE, I hereby acknowledge that I have carefully read this entire document, that (name), (title) was available to explain and answer any questions I had about this document, that I understand its terms and that I will abide by each of the terms and conditions.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS I MIGHT OTHERWISE HAVE. I ACKNOWLEDGE THAT I HAVE SIGNED THIS DOCUMENT KNOWINGLY AND VOLUNTARILY.

Print Name

College/Student ID Number

Signature

Date

If Participant is under 18 years of age:

I, the parent or legal guardian of the above Participant, hereby give permission for Participant to attend and participate in the off-campus activity, event and/or trip described above. I have carefully read and understand the foregoing GENERAL RELEASE, WAIVER AND AGREEMENT NOT TO SUE. I agree for myself and for the Participant to be bound by its terms, including but not limited to the AGREEMENT NOT TO SUE.

(Signature of Parent or Legal Guardian)

Name (Printed)

Date