



PARTICIPANT CONSENT, BLANKET WAIVER AND RELEASE FROM LIABILITY BLACK HAWK COLLEGE SPONSORED, NON-SPONSORED EVENTS AND TRAVEL

I acknowledge that participating in any Black Hawk College sponsored, non-sponsored events and travel, related activities and other events (referred to as "Events") involves an above average risk of personal injury to me and my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this PARTICIPANT CONSENT, BLANKET WAIVER AND RELEASE FROM LIABILITY. In consideration and exchange for being permitted to participate in any Events, I agree to the following:

I am in good health and have no physical conditions that affect my ability to participate in any Events and have not been advised otherwise by a medical practitioner. I am covered by medical insurance, individually or as part of an organization. I agree that before I participate in any portion of any Events, I will inspect the related facilities, site, and equipment. I will immediately advise Event personnel of any unsafe condition that I observe. I will refuse to participate in any Events until all unsafe conditions have been remedied. I will abide by any safety guidelines made available to me. I consent to the use and publication of my name and image in all forms of media while participating in any Events. I agree to abide by all Black Hawk College policies and procedures, including but not limited to the Student Code of Conduct and the third party sponsors policies and procedures.

I assume full responsibility for all risks associated with my participation in all Events and the risk of injury or damage caused by the condition of any property, facilities, or equipment used during any Events, which may not be foreseeable by anyone at any time. I hereby release, waive, discharge and agree not to sue Black Hawk College, their employees, trustees, members, officers, directors, agents, volunteers or participants in any Events and any other Event sponsors or organizers, along with their respective parent companies, affiliates, and their successors and assigns (collectively referred to as the "College"), for and from any injuries, death, losses, damages, liabilities, or expenses that are caused or alleged to be caused by their negligent acts or omissions, or the condition of the property, facilities or equipment used for any Events.

I agree to indemnify, defend, and hold harmless all participants in all Events and the College and their employees, trustees, members, officers, directors, agents, or volunteers from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney's fees), costs and expenses incurred by the College as a result of my unlawful actions or failures to act during any Events.

I agree to wear appropriate safety equipment, as may be established by industry or community standards and common safety practices, during all activities and competitions at all Events. In connection with any injury or other medical conditions I may experience during the Event, I authorize medical treatment deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who are at the Event who may provide medical treatment to me at any Event for malpractice.

This BLANKET WAIVER AND RELEASE FROM LIABILITY is a legally binding agreement and will be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions. The provisions of this agreement shall apply to all current and future Events.

I agree that if there should ever be a dispute of any kind between me and Black Hawk College or other Event sponsors or organizers then any such dispute will be decided by binding arbitration pursuant to the rules of the American Arbitration Association and that any and all legal proceedings shall take place only in Rock Island County, Illinois. This agreement shall be enforced and construed according to the laws of the State of Illinois.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENT. I UNDERSTAND THAT BY SIGNING BELOW, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE. I AGREE THIS DOCUMENT IS NOT ONLY BINDING ON ME BUT WILL ALSO BE BINDING UPON MY PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS AND NEXT OF KIN.

Signature of Participant _____ Date _____

Printed Name _____ Address _____

Phone _____ Email _____

PARENT or GUARDIAN CONSENT (If participant is under age 18): I am the parent or legal guardian of the participant and I agree that the foregoing agreement shall be binding on me and the minor participant.

Signature of Participant's Parent or Guardian _____ Date _____

IN CASE OF EMERGENCY

Printed Name _____ Relationship _____

Address _____

Home#: _____ Cell#: _____ Other#: _____

Original: Send to Purchasing Department, Q1- 244B
Copy: Retained by Requesting Department