

## PARTICIPANT'S RELEASE, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT

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This Release, Waiver of Liability, and Hold Harmless Agreement ("Release") is provided in favor of GATEWAY TECHNICAL COLLEGE ("COLLEGE").

Participant is participating in a COLLEGE affiliated Program/Course/Practicum/Service Learning/ Training/Activity ("Activity").

As a consideration of participation in the Activity, Participant acknowledges and agrees to this Release as follows: Participant understands that participation in the Activity is voluntary and accepts all potential liabilities as a participant in this activity.

Participant understands that there are certain dangers, hazards, and risks inherent in the Activity, including possible exposure to the novel coronavirus (SARS-CoV-2) or COVID-19 positive persons. In certain circumstances, these dangers can include severe bodily harm, and even death.

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

On Participant's behalf, and on behalf of Participant's heirs and assigns, Participant does hereby fully release and discharge the COLLEGE and any of its present or former Board of Trustees/Directors, administrators, officers, employees, teachers, agents and insurers, and its and their predecessors, successors and assigns (collectively, the COLLEGE Entities) from any and all liability, claims, and causes of action for any physical or mental injury or death, illness or other damages or loss which may result from Participant's participation in the Activity(s), including, but not limited to, that which may arise out of the COLLEGE Entities' own negligence. **This is a complete and irrevocable release and waiver of liability. This Release does not apply to any intentional or reckless acts by the COLLEGE Entities.**

Participant also agrees not to sue the COLLEGE Entities for any alleged liabilities, claims, or causes of action released hereunder. **Participant promises to reimburse, indemnify and hold harmless the COLLEGE Entities for any and all liability that may be asserted against them for any and all loss, damage or claim whatsoever, including for claims seeking recovery based upon the COLLEGE Entities' own actual or alleged negligence, relating to any alleged liabilities, claims, or causes of action released hereunder.**

By clicking on "I Agree," Participant acknowledges that Participant is fully informed of the contents of this Release. Participant represents that Participant understands the release and wishes to voluntarily participate in the Activity(s). Participant has raised and discussed with the COLLEGE all concerns Participant may have as it relates to the content or effect of this Release, and Participant accepts the wording of the Release as signed. Participant is not relying on any oral or written representations, statements or inducements not set forth in this Release. If Participant has any questions about this Release, Participant will contact the COLLEGE's Risk Management Coordinator before checking "I Agree."

This Agreement and Release shall be governed by the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under, or incident to, this Release.

**By checking "I Agree", Participant agrees to this Release. Participant gives up substantial legal rights. Participant has read and understands this entire document before agreeing to it.**  I Agree.

***If the Participant is under 18 years of age, a parent/guardian must also check "I Agree" on behalf of Participant.***

**By checking "I Agree", Parent/Legal Guardian agrees to this Release. Parent/Legal Guardian gives up substantial legal rights. Parent/Legal Guardian has read and understands this entire document before agreeing to it.**

I Agree.



## PARTICIPANT'S RELEASE, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT

### GATEWAY TECHNICAL COLLEGE PUBLICITY RELEASE FORM

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"I certify that if this "Activity(s) is virtual or in-person, Participant is participating in Gateway Technical College photo/video productions and/or recordings and/or interviews by choice and that Participant was in no way forced to participate or give a testimonial as part of a college or program requirement. Participant's statements are what Participant believes to be true. Participant gives Gateway Technical College permission to utilize photographs and/or video images/pictures/recordings containing Participant's voice, image and/or image of my original work. Participant understands the photographs/images/recordings voice may be utilized in print publication and/or digital publication promoting the college such as via newspaper, magazine, newsletter, mailer, brochure, billboard, website, social media, cable/television broadcast, and/or radio broadcast, or any other additional formats for the sole purpose of promoting the college via publicity and advertising."

This release is given pursuant to the provisions of Section 895.50 of the Wisconsin Statutes and Sections 668.71 – 668.75 of the Federal Higher Education Act.

**By checking "I Agree", Participant agrees to this Release. Participant gives up substantial legal rights. Participant has read and understands this entire document before agreeing to it.**  I Agree.

*If the Participant is under 18 years of age, a parent/guardian must also check "I Agree" on behalf of Participant.*

**By checking "I Agree", Parent/Legal Guardian agrees to this Release. Parent/Legal Guardian gives up substantial legal rights. Parent/Legal Guardian has read and understands this entire document before agreeing to it.**

I Agree.

Name (please print first and last name of Participant) \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone # \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_