

# Barton Community College/Camp Aldrich

## Waiver and Release of Liability

NOTE: THIS FORM MUST BE READ AND SIGNED UNALTERED BEFORE THE PARTICIPANT IS PERMITTED TO TAKE PART IN HUNTING. BY SIGNING THIS AGREEMENT, THE PARTICIPANT AFFIRMS HAVING READ AND UNDERSTOOD IT AND IS IN AGREEMENT WITH ITS CONTENTS.

IN CONSIDERATION of my involvement in the activities under the auspices of BARTON COUNTY COMMUNITY COLLEGE, the sponsoring organization, I acknowledge, appreciate and agree that:

1. I RISK BODILY INJURY, INCLUDING PARALYSIS, DISMEMBERMENT, DISABILITY and DEATH, AND THIS RISK OF INJURY DOES EXIST, AS WELL AS THE RISK OF DAMAGE TO OR LOSS OF PROPERTY;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS; both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS;
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest official immediately; and,
4. I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, ASSIGNEES, PERSONAL REPRESENTATIVES, and NEXT OF KIN, HEREBY RELEASE, HOLD HARMLESS AND PROMISE NOT TO SUE BARTON COUNTY COMMUNITY COLLEGE, CAMP ALDRICH, THEIR OFFICERS, VOLUNTEERS, STAFF, SPONSORS, AND/OR AGENTS, ("RELEASEES") WITH RESPECT TO ANY AND ALL INJURY AND/OR LOSS ARISING FROM MY PARTICIPATION, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE OR WANTON MISCONDUCT, TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE STATE OF KANSAS. THE LAWS OF THE STATE OF KANSAS EXCLUSIVE OF ITS CHOICE OF LAW RULES, SHALL APPLY TO THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT.

I have read this Release of Liability and Waiver Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant's Signature \_\_\_\_\_

Participant's Name (Printed) \_\_\_\_\_ Date \_\_\_\_\_

### FOR PARTICIPANTS OF MINORITY AGE

This is to certify that I/we as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree not only to his/her release, but also for myself/ourselves, and my/our heirs, assignees and next of kin to release and indemnify the Releases from any and all Liability incident to my/our minor child's involvement as stated above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by the laws of the State of KANSAS. The laws of the State of KANSAS, exclusive of its choice of law rules, shall apply to this Waiver and Release of Liability Agreement.

Parent's/Legal Guardian's Signature \_\_\_\_\_

Parent's/Guardian's Name (Please print) \_\_\_\_\_

Date \_\_\_\_\_