

**Adams Campus**  
 401 North Main Street  
 Adams, WI 53910

**Marshfield Campus**  
 2600 West Fifth Street  
 Marshfield, WI 54449

**Stevens Point Campus**  
 1001 Centerpoint Drive  
 Stevens Point, WI 54481

**Wisconsin Rapids Campus**  
 500 32nd Street North  
 Wisconsin Rapids, WI 54494

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ACKNOWLEDGMENT OF RISKS / ACCEPTANCE OF RESPONSIBILITY AGREEMENT & RELEASE
<p>This Acknowledgment of Risks / Acceptance of Responsibility Agreement and Release ("Agreement and Release") is executed by _____ ("Person") and is issued to Mid-State Technical College.</p>
<p>Name of Event:</p>
<p>Date(s):</p>

**PLEASE READ CAREFULLY**

***Intent / Desire to Participate in Event:***

Person acknowledges that he/she is participating in the event listed above.

Person expressly acknowledges that he/she has freely and voluntarily decided to participate in this Event. Person acknowledges receiving the following written materials regarding the Event in which the Person intends to participate (event planner to indicated information provided):

\_\_\_\_\_

***Health and Safety - Person Understands and Acknowledges that:***

- Person has consulted with a medical doctor with regard to any personal medical needs. Further, Person represents that he/she has no health-related reasons or problems which preclude or restrict his/her participation in the Event.
- Person is aware of all applicable personal medical needs, and has arranged, through comprehensive health and medical insurance, to meet any and all needs for payment of medical costs while he/she participates in the Event.
- Person understands and acknowledges that the College may, but is not obligated to take any actions it considers to be warranted under the circumstances regarding the Person's health and safety. Further, Person agrees to pay all expenses relating thereto and releases Mid-State Technical College from any liability for any actions taken.

***Acceptable Conduct by Person***

Person is aware of the behavior expected while participating in the Event. There is certain behavior that is unacceptable and could lead to possible disruption or discontinuation of Person's participation in the Event, including, but not limited to loud, boisterous, offensive or otherwise inappropriate conduct, the improper use of alcohol or other drugs affecting Person's participation in the Event, as well as, carrying any firearms or other weapons while participating in the Event. Person shall abide by all policies, rules, and regulations established by Mid-State Technical College and the Event. Person shall also abide by the rules, policies, and procedures of any practicum placement. Person assures Mid-State Technical College that he/she shall act in an appropriate manner at all times. If Mid-State Technical College finds it necessary to expel Person from participation in the Event, he/she will not receive any refund of Event fees.

***Waiver of Mid-State Technical College's Liability and Indemnification of Mid-State Technical College for Risks and Dangers***

As a condition precedent to Person's participation in the Event, Person agrees to exercise reasonable care at all times with respect to the safety of Person's own person and personal property, and with respect to the safety of other Persons and their personal property. Person understands, however, that there are certain dangers, hazards, and risks inherent in the activities included in the Event. Person acknowledges that participation in the Event may involve the risk of damage to property, bodily injury, and in some cases, even death. Neither Mid-State Technical College, nor the Event's Educational Coordinator, assumes any responsibility for such personal injuries or property damage. Person further acknowledges that he/she is at least eighteen (18) years of age, and is competent to sign this document. If Person is a minor under the age of eighteen (18) years of age, the parent and/or guardian acknowledges they are competent to sign this document on behalf of the Person.

**ACKNOWLEDGMENT OF RISKS / ACCEPTANCE OF RESPONSIBILITY AGREEMENT & RELEASE**

Accordingly, Person, for him/herself and the Person’s spouse (if applicable), heirs, assigns, related individuals and related entities, does hereby waive, release, absolve, discharge, and agree to hold harmless Mid-State Technical College and its Board of Trustees, directors, officers, employees, teachers, agents and insurers, and the Event’s Coordinator (collectively, the “Released Parties”), from and against any and all rights, claims, demands, causes of action, obligations, suits, liens, damages, or liabilities of any kind and character whatsoever, whether known or unknown, suspected or claimed, which the Person shall, or may have, in the future against the Released Parties arising out of, based on, related to, or connected with, the Person’s enrollment and participation in the Event. Person also agrees to indemnify and hold the Released Parties harmless from the payment of any and all judgments, settlements, costs, disbursements, and attorney’s fees that are associated with the Released Parties having to defend or investigate any claim, action or proceeding of any type whatsoever arising out of the Person’s enrollment or participation in the Event, including, but not limited to, claims for breach of contract, negligence, strict liability, or otherwise. This indemnification obligation and Agreement and Release does not, however, absolve the Released Parties from any liabilities, damages, costs, disbursements, and attorneys’ fees incurred due to its intentional or reckless conduct.

Person understands that if any fact with respect to which this Agreement and Release is executed is found hereafter to be other than or different from any fact now believed by Person to be true, Person expressly accepts and assumes the risk of such a possible difference and agrees that this Agreement and Release shall be and remains effective notwithstanding such difference in facts.

**Governing Law: Forum**

Person agrees that this Agreement and Release shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under, or incident to, this Agreement and Release. The terms and provisions of this Agreement and Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement and Release, the validity of the remaining portions shall not be affected.

**Other Provisions**

The Released Parties are granted permission to authorize emergency medical treatment, if necessary, and that such action by the Released Parties will cause them to assume no responsibility for any injury, damage, or medical expense which might arise out of, or in connection with, such emergency medical treatment.

It is the Person’s express intent that this Agreement and Release shall bind the members of the Person’s family and spouse (if applicable); and if the Person is deceased, it shall be deemed as a release, waiver, discharge, and covenant not to sue the Released parties by the Person’s family and spouse (if applicable), for any matter arising out of Person’s participation in the Event.

By signing this document, Person acknowledges and represents that he/she is fully informed of the contents of this Agreement and Release. By reading it before signing it, and by signing this document as the Person’s own free act, Person confirms that no oral representations, statements, or inducements apart from those made herein, have been made.

**This Agreement and Release sets forth your risks and responsibilities and also affects your legal rights. By signing this document you acknowledge you have read and understand the terms contained within this Agreement and Release.**

Person Signature:

Date:

Parent/Legal Guardian:

*(Signature required if Person is under age 18.)*

Date: