

GRCC Waiver of Liability and Hold Harmless Agreement

LIABILITY

Statement of Responsibility and Assumption of Risk Regarding Student Participation in Internship Employment/Activities

Release executed by _____ [Full name of Participant]
 whose address is _____ ("Participant") [and if
 Participant is of minority legal age, executed also by [full name, address, and relation of Participant's Parent or Guardian],

_____ to Grand Rapids Community College, 143 Bostwick NE, Grand Rapids, MI 49503 ("Institution").

The term, "Undersigned," is used in this Agreement as pertaining to more than one person. If Participant is of majority age, it refers only to Participant. If Participant is not of majority age, "Undersigned" refers to Participant and Participant's Parent or Guardian.

1.0 Participant's Desire to Participate.

Participant is seeking an internship or employment opportunity off campus related to his/her participation in the SICE.

2.0 Waiver of Institution Liability for the Risks and Dangers.

The Undersigned understand that there are certain dangers, hazards, and risks inherent in the internship and associated activities, including but not limited to accidents in culinary and hospitality settings and which also could include serious or even mortal injuries and property damage and that GRCC cannot and does not assume responsibility for any such personal injuries or property damage.

3.0 Participant Responsibility for Medical Needs.

3.1 The Undersigned assures GRCC that Participant has consulted with a medical doctor with regard to Participant's personal medical needs and assures GRCC that there are no health related reasons or problems which preclude or restrict Participant's participation in this Internship.

3.2 The Undersigned are aware of all applicable personal medical needs, and have arranged for adequate hospitalization insurance to meet any and all needs for payment of medical care, including hospital costs while participating in this Internship. (Particularly out-of-country experiences). The Undersigned agree that GRCC is not responsible for attending to any of Participant's medical or medication needs, that the Undersigned assume all risk and responsibility therefore, and that if Participant is required to be hospitalized while in a foreign country or in the United States during this Internship, GRCC does not assume any legal responsibility for payment of such costs.

3.3 The undersigned understands that GRCC does not provide any health, accident, or hospitalization insurance for students participating in Internship/employment activities. I acknowledge that GRCC has encouraged me to have health, accident, and hospitalization insurance during my participation in the Internship/employment activity, and to carry a valid medical insurance card while participating. For foreign travel, I understand that I am required to have health, accident, and hospitalization insurance and the policy must include coverage for expenses relating to sickness, injury, medical evacuation, accidental death and dismemberment and repatriation. Proof of such insurance for foreign travel must be furnished to GRCC prior to departure.

4.0 Disclaimer of Institution Responsibility.

4.1 The Undersigned understand that GRCC in no way represents, or acts as agent for the Internship employer, the transportation carriers, hotels, and other suppliers of services connected with this Internship. The Undersigned further understand and agree that GRCC, it's governing board, employees and agents are:

4.1.1 Not responsible or liable for any injury, damage, loss, accident, delay or other irregularity which may be caused by the defect of any equipment or vehicle or the negligence or default of the employer, or any company or person engaged in providing or performing any of the services involved in this Internship;

4.1.2 Not responsible for losses or other expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes;

4.1.3 Not responsible for any disruption of travel arrangements or any consequent additional expenses that may be incurred therefrom.

5.0 Potential Travel and Accommodation Problems.

5.1 The Undersigned acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in the means of transportation, other services, or sickness, weather, strikes, or other unforeseen causes. The Undersigned acknowledge and understand the GRCC assumes no liability whatsoever for any loss, damage, destruction, theft or the like to Participant's luggage or personal belongings, and the Participant has retained adequate insurance or has sufficient funds to replace such belongings and will hold GRCC harmless therefrom.

5.2 All services and accommodations are subject to the laws of the country in which they are provided.

6.0 Legal Problems.

The undersigned acknowledges and understands that should Participant have or develop legal problems, Participant will attend to the matter personally with Participant's own personal funds. GRCC is not responsible for providing any assistance under such circumstances.

7.0 Acceptable Conduct by Participant.

The Undersigned are aware of the expected behavior of Participant while participating in this Internship. The Undersigned is aware that there is certain behavior that is unacceptable and could lead to possible disruption of Participant's participation in the Internship. The Undersigned assure GRCC that Participant shall act in an appropriate manner at all times.

8.0 Governing Law; Forum.

The Undersigned further agree that this Agreement shall be construed in accordance with the laws of the State of Michigan, which shall be the forum for any lawsuits filed under or incident to this Agreement.

9.0 Assumption of the Risks Involved.

9.1 Knowing the dangers, hazards, and risks of such activities, the Undersigned, on behalf of the Participant's family, heirs, and personal representative(s) agree to assume all the risks and responsibilities surrounding Participant's participation in this Internship, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, and forever discharge, release, waive, forever discharge, and covenant not to sue GRCC, its governing board, officers, agents, employees, and any student acting as employees ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Participant may have or which may hereafter accrue to the Undersigned, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the "Releasees," or otherwise, while in, on, upon, or in transit to or from the Internship location.

9.2 The Undersigned understand and agree that "Releasees" do not have medical personnel available at the location of the Internship, during transportation, or at the employer location. The Undersigned understand and agree that "Releasees" assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

9.3 It is the Undersigned's express intent that this release and hold harmless agreement shall bind the members of the Undersigned's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Releasee," Waiver, Discharge, and Covenant not to sue the above-named "Releasees." The Undersigned agree to save and hold harmless, indemnify, and defend "Releasees" from any claim by the Undersigned or Participant's family, arising out of Participant's participation in the Internship.

9.4 In signing this Release, the Undersigned acknowledge and represent that the Undersigned have become fully informed of the content of this waiver of liability and hold harmless agreement by reading it before signing it, and by signing this document as the Undersigned's own free act and deed confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

9.5 The Undersigned execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

9.6 The Undersigned state that Participant is is not (check one) at least eighteen (18) years of age and fully competent to sign this Agreement.

RELEASE

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

Student/Participant

Signature: _____

Printed Name: _____ Date: _____

Witness

Signature: _____

Printed Name: _____ Date: _____

Co-signature of parent or guardian required if student is under 18 years of age.

Co-signature: _____

FOR GRCC: _____ Date: _____