

WAIVER & RELEASE OF LIABILITY

Lakelands Lifelong Learning Network, PO Box 50701, Greenwood, SC 29649, 864-388-8989

Acknowledgement and Assumption of Risk

Welcome to the LAKELANDS LIFELONG LEARNING NETWORK 2015 program. In the interest to permit LAKELANDS LIFELONG LEARNING NETWORK to exist and to serve the Lakeland’s senior population community without fear of liability, we ask that you join in this contract.

The first part is for you to acknowledge that you understand the risks involved in activity participation and the second part is a release of liability. Your agreement indicates your understanding that the terms “Excursion”, “Special Event” and or “Field Trip” encompass all aspects of the activity, including preliminary and subsequent matters, such as, but not limited to, my participation in the activity, maintaining, repairing, transporting, loading or unloading equipment, and travel to and from the activity or class site.

If, after reading this waiver you decide not to participate in said activity, please contact the LAKELANDS LIFELONG LEARNING NETWORK office.

As one of the many points of educational interests to the senior community, Lakelands Lifelong Learning Network will offer and make available to its members various “Excursions”, “Special Events” and “Field Trips” which may or may not be conducted in traditional classroom settings and may or may not involve travel to and from the “Excursion”, “Special Event” or “Field Trip”.

I understand and accept that “Excursions”, “Special Events” or “Field Trips” expose me to numerous unknown and unanticipated risks which could result in personal injury, paralysis, death or damage to my property or me. Some of the risks or factors creating risk includes but is not limited to the following:

injuries resulting from activities revolving around this excursion, special event or field trip;

travel in a vehicle driven by me or by someone other than me;

boarding of vehicle driven by me or by someone other than me;

physical demands of walking associated with an excursion or event;

| |
|---------------------------------|
| Recipient Initial: _____ |
|---------------------------------|

increased commitment to my personal care including but not limited to proper hydration, nutrition, pace, clothing and equipment, medications and communication of needs to group leaders;

the forces of nature including lightning, temperature and weather changes, and others not named;

psychological stress associated with the aforementioned risks or witnessing the injury or death of another participant.

I agree to accept and assume all responsibility for and risk of personal injury, illness, death or damage to myself or my property arising from my participation in the activity. I understand these risks are inherent to excursions or events.

My participation is voluntary; I choose to participate in this activity in spite of these named and other unnamed risks. I am solely responsible for deciding to participate in this activity and am solely responsible for deciding what equipment to take, whether to participate in any excursion and whether to participate in any rescue or recovery of equipment. I am solely responsible for deciding whether to participate in or continue on any excursion.

I understand my responsibility in decision making. I agree to obey all LAKELANDS LIFELONG LEARNING NETWORK rules and regulations while participating in LLLN activities. I have carefully read and understand this Acknowledgement and Assumption of Risk. I also understand that I will be asked to read carefully, understand and agree to the Release of Liability below.

I agree to accept and assume all responsibility for and risk of personal injury, illness, death or damage to myself or my property arising from my participation in LLLN activities. I understand these risks are inherent to excursions, special events or field trips.

Recipient Initial: _____

LAKELANDS LIFELONG LEARNING NETWORK

WAIVER & RELEASE OF LIABILITY

ATTENTION: This is a waiver and release of liability and is a legally binding document. Please read carefully and consult an LAKELANDS LIFELONG LEARNING NETWORK Board member or an attorney if you have any questions or concerns.

TERMS AND CONDITIONS:

I, the undersigned, volunteer to participate in activities sponsored by or associated with LAKELANDS LIFELONG LEARNING NETWORK.

I hereby acknowledge that I have read the Acknowledgement of Risk and have agreed to its terms. I fully understand that there are certain elements of danger inherent to excursions, special events, or field trips, and that participating in such activities could entail loss of life, personal injury, and loss of or damage to property.

I understand and agree that the terms “excursions, special events, or field trips” as used herein encompass all aspects of the activity, including preliminary and subsequent matters such as, but not limited to, getting outfitted for the activity, maintaining, repairing, loading and unloading equipment or gear, and travel to and from the place of activity.

As consideration for being permitted to participate in said activities, I hereby agree, for myself and my assigns and heirs, to release, defend, covenant not to sue and hold harmless the State of South Carolina, Lander University, Piedmont Tech, and Wesley Commons, LAKELANDS LIFELONG LEARNING NETWORK, and all of their officers, staff and agents (collectively the “Releasees”) from and against any and all actions, claims, damages (including attorney fees) or liability arising or resulting from my participation in the activities sponsored by or associated with LAKELANDS LIFELONG LEARNING NETWORK. This includes without limitation, damage to or destruction of any property or the injury, illness or death of any person.

I agree to the site of any lawsuit and the law governing and lawsuit to be Greenwood County, South Carolina and to be governed by South Carolina State Law. As liquidated damages, I hereby agree that if Lakelands Lifelong Learning network and or its Sponsors is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family’s or my

Recipient Initial: _____

behalf that my heirs or executors and I agree to pay Lakelands Lifelong Learning Network and or its Sponsors' costs and attorney fees if they successfully defend such an action, lawsuit or litigation.

The terms of this agreement shall continue to remain in effect after the activity has ended. In the event that a court rules that any of the terms in this contract are not valid, the remaining terms shall remain in effect.

I hereby grant permission that if I become injured or ill, LAKELANDS LIFELONG LEARNING NETWORK may on my behalf and at my cost arrange or render medical treatment or evacuation or any other medical services deemed necessary or appropriate for my safety and well-being.

I hereby grant LAKELANDS LIFELONG LEARNING NETWORK the right to use any photographs taken by LAKELANDS LIFELONG LEARNING NETWORK of me during my participation in said activities.

I understand that I should not and may not participate in any activity if I am under the influence of drugs or alcohol.

I fully recognize that if injury, illness, death or damage occurs to me while engaged in said activities, I nor my assigns/heirs will have no right to make a claim or lawsuit against the Releasees, even if any of them negligently cause my injury, illness, death or damage.

I HAVE CAREFULLY READ THESE TERMS AND FULLY UNDERSTAND THE CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE RELEASEES AND SIGN IT OF MY OWN FREE WILL.

By signing this agreement, I confirm that I have the authority to legally bind the myself, my executors, and my heirs and I commit to the terms herein.

Printed Name of Participant: _____

Signature of Participant: _____ Date: _____

Participant Address:

