



# STUDENT AND PARENT/GUARDIAN RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

In exchange for allowing me to participate in OCC's Winter College Readiness Program at OCC, I

\_\_\_\_\_ on behalf of myself, my heirs, executors, agents, administrators, assigns and all other persons claiming through me, voluntarily agree to and hereby knowingly, fully and completely waive and release OCC, its trustees, officers, directors, employees, affiliates, subsidiaries or agents from any and all claims, demands, causes of action that might hereafter be asserted, arising out of, or in any way connected with, my participation in OCC's Winter College Readiness Program at OCC. This waiver and release includes, but shall not be limited to, waiver of the right to initiate, proceed with, or participate in any state or federal lawsuit, any administrative complaints, statutory or common law claims, or civil rights charges, that may arise against OCC, its trustees, officers, directors, employees, affiliates, subsidiaries or agents out of or in connection with my participation. I also agree to defend, protect, indemnify and hold harmless OCC, its trustees officers, directors, employees, affiliates, subsidiaries or agents from any and all claims, demands, causes of action that might hereafter be asserted, arising out of, or in any way connected with, my participation. I enter this contract with an understanding of potential dangers which might arise from my participation. I understand that I may be traveling to and from different locations during my participation by foot, public transportation, and other modes of transportation that may or may not be owned by or under the control of OCC. As a participant, I voluntarily chose to travel by these conveyances. I am aware of the dangers associated with such travel, including the possibility of injury and even death. I understand that my choice of transportation is voluntary on my part. I agree to assume full responsibility for my safety and the safety of my property at all times, including the time that I am in transit to and from the program site.

**I HAVE READ THIS AGREEMENT AND VOLUNTARILY AGREE TO ITS TERMS:**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

**PARENTS OR GUARDIAN'S INDEMNIFICATION**  
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ "Child") being permitted to participate in the OCC's Program, I voluntarily accept the terms of the Release and Hold Harmless Agreement, and further agree to defend, indemnify and hold harmless release OCC, its trustees, officers, directors, employees, affiliates, subsidiaries or agents from any and all claims, demands, causes of action including any and all acts or omissions by OCC, its trustees, officers, directors, employees, affiliates, subsidiaries or agents, that might hereafter be asserted, arising out of, or in any way connected with, my child's participation in OCC Winter College Readiness Program at OCC.

I further acknowledge and agree:

- Child's participation in this Program does not create any custodial duty on the part of the OCC, its administrators, faculty, employees and agents and/or representative owed to the child or child's parents or guardian;
- Child's participation in this program does not create any voluntary duty on the part of the OCC, its administrators, faculty, employees and agents and/or representative owed to the child or child's parents or guardian;
- Child's participation in this program does not create a special relationship between the OCC, its administrators, faculty, employees and agents and/or representative and to the child or child's parents or guardian;
- Responsibility for training the child regarding personal safety remains solely with me as the child's parent or guardian;

**I HAVE READ THIS AGREEMENT AND VOLUNTARILY AGREE TO ITS TERMS:**

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian's Printed Name: \_\_\_\_\_