



2019 ELO-STEM Program

GENERAL RELEASE and ACKNOWLEDGEMENT FORM (page 1 of 2)

In consideration of the acceptance of, and recognizing that his or her enrollment in the Landmark College ELO-STEM Program ("the Program") is voluntary, and that there are certain risks which the Student assumes by enrolling and participating in the Program, the Student hereby enters into the following General Release and Acknowledgment of consent ("Release and Consent").

- 1) The Student waives, releases, and forever discharges all claims, demands, actions or causes of action, which he or she may now or in the future have against Landmark College, non-profit educational organization, incorporated in the State of Vermont, it's officers, directors, faculty, staff, employees, agents, and its successors and assigns, volunteers, legal representatives and those acting on their behalf, for any damages, loss, cost or expense including attorneys' fees, arising out of or in any way connected with any of the following, and further agrees to defend, indemnify and hold harmless, from any and all liability, including, but not limited to attorneys' fees, arising out of or related to the following.
 - a. Any injury or illness suffered by the Student due to her or his participation in any organized or sanctioned activity and or program(s) sponsored by the Program, regardless of whether or not it results in the death of the Student, due either to the nature of the activity or the dangers in travel to or from a specific event, whether or not it is the result of the active or passive negligence of the Workshop.
 - b. Any loss of or damage or injury to property, whether personal, real or mixed, owned by the Student or by another, caused in whole or in part by the Student whether alone or in association with others.
 - c. Any and all claims of whatever nature for injury, death, loss, damage, accident, delay, cost or expense sustained by Student arising out of or related to the use of any vehicle or other mode of transportation.
 - d. Any financial or other obligations or liabilities incurred by or on account of the Student.
- 2) The Student recognizes and acknowledges that the Program has absolute discretion in matters relating to the administration of the Workshop and its programs and the dismissal of the Student from the Program. Student also acknowledges that Program fees are non-refundable if student voluntarily withdraws or is dismissed. If the Student violates any of the provisions of the Program policies or any of the terms and conditions of the Student's enrollment, or if for any other reason is the sole and absolute discretion the Program instructors determines that Student must be dismissed, the Student may be dismissed and sent home at the expense of the Student.
- 3) The Student recognizes and acknowledges that the staff of the Program are independent contractors, and not employees of the College or School, and that the College nor the Program are not in any way responsible for, and shall not be liable for, any aspect of information provided to the Student, including, but not limited to the consequences of any examination, advice, treatment, prognosis or other professional services which such staff may furnish the Student. The student agrees to hold the Program, Landmark College harmless from any claim related to action of the staff.

The Student represents and warrants that he or she has disclosed (and will disclose) to the Program instructors any existing disability or illness of the Student which may require medical treatment or accommodation.

- 4) The Family Educational Rights and Privacy Act of 1974 allows Landmark College to release information about the Student without obtaining the Student's prior consent. This information includes, but is not limited to, a Student's name, address, telephone number, date and place of birth, participation in officially recognized activities, dates of attendance at the Program, degrees and awards received, and the most recent previous educational institution attended. The Student hereby authorizes the Colleges, its agents, employees, officers and assigns, to take, process, publish, or otherwise use photographs, motion pictures, video images, or other forms of visual reproduction, and voice prints of the Student either alone or with others, in any way deemed appropriate by the Colleges in the sole and absolute discretion of the Colleges without the pre-approval of the student, for recruitment or promotional purposes.



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Any student who objects to the release of this kind of information, either during or after his or her period of attendance at the Program, should make a written request to the Registrar of Landmark College within one week of registration, asking that any information and/or visual or vocal reproduction not be released without prior consent. In the absence of a written request, this authorization shall be considered in effect.

- 5) The student acknowledges that the College will maintain and publish internal directories that could contain, but not be limited to, a Student's name, campus telephone number, mailbox number room number and photograph.
- 6) The Student agrees to maintain an active and meaningful academic participation in all courses in which the Student is registered and to attend classes as required by the instructor.
- 7) If any of the provisions of this Release and Consent shall be held invalid or inoperative, they shall be deemed to be severed from this agreement, and given no force or effect, and the remaining provisions shall be given full force and effect.
- 8) The Student agrees that this General Release and Acknowledgment of Consent shall remain in force and be valid as it pertains to any period of time during which the Student is enrolled in the Program.

If there are any items on this release that are not fully understood, please call Landmark College at (802) 387-6885 before signing below. By signing this document, the Student represents that he or she has read this General Release and Acknowledgment of Consent, understands its provisions and agrees to be bound by it, and that he or she has signed it on:

INSERT DATE ON LINE BELOW:

INSERT STUDENT DATE OF BIRTH ON LINE BELOW:

SIGNATURE OF THE STUDENT:

PRINTED NAME OF THE STUDENT:

I have read the foregoing General Release and Acknowledgment of Consent and understand its provisions. In consideration of the Student's enrollment in the Workshop, I acknowledge and agree that the Student and I are jointly and severally bound by the General Release and Acknowledgment of Consent.

SIGNATURE OF PARENT/GUARDIAN

PRINTED NAME OF THE PARENT /GUARDIAN:

Due June 14, 2019