



Program: 2019 High School Summer Program – Putney Campus

From: Office of Student Affairs

Re: General Release & Acknowledgment of Consent (page 1 of 2)

This is a legal document about liability. Students volunteer to enroll in the Program. Being in the Program involves some risks

Students will not hold the College or the Program responsible in any way for any injuries or damages outlined in the next five (5) paragraphs.

Students will not hold the College or the Program responsible in any way for any injuries during Program-related sports (even if it results in death) or traveling to a Program event.

Students will not hold the College or Program responsible in any way for any damage or injury to personal property or for any injuries or damage related to the use of any car or other means of travel.

The College has the right to dismiss students for violating policies of the College or Program.

Students cannot hold the College or Program responsible for any harm caused by the medical staff, who are independent contractors and not College employees.

Students must tell the Program of any disability that needs accommodation.

In consideration of the acceptance of, and recognizing that his or her enrollment in the Landmark College High School Summer Program ("the Program") is voluntary, and that there are certain risks which the Student assumes by enrolling in the Program and participating in its educational, residential, athletic, and activity programs, 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 the Landmark College ("the College") a non-profit educational organization, incorporated in the State of Vermont, its officers, directors, faculty, staff, employees, agents, and its successors and assigns, 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 athletic 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 Program. Activity and activity programs or events include, but are not limited to activities involving they use of the gym, athletic training facilities, aerobics, badminton, basketball, carnival games, dancing, theater, hiking, martial arts, music, softball, swimming, rock climbing, ropes course, running, soccer, volleyball, weight training, yoga.
 - b) The Student accepts responsibility for wearing appropriate safety equipment during any activity or athletic event.
 - c) 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.
 - d) 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.
 - e) Any financial or other obligations or liabilities incurred by or on account of the Student.
- 2) The Student recognizes and acknowledges that the College has absolute discretion in matters relating to the administration of the College and its programs, and the dismissal of the Student from the Program. If the Student violates any of the provisions of the College's 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 College 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 medical staff at the College are independent contractors, and not employees of the College, and that the College is not in any way responsible for, and shall not be liable for, any aspect of medical treatment provided to the Student, including, but not limited to the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such medical staff may furnish the Student. The student agrees to hold the College harmless from any claim related to action of the medical staff. The Student represents and warrants that he or she has disclosed (and will disclose) to the College any existing disability or illness of the Student which may require medical treatment or accommodation.

According to Federal law, the Program can print and release basic information about students.

- 4) The Family Educational Rights and Privacy Act of 1974 allows the College to release directory information about a Student without obtaining the Student’s prior consent. Directory information includes, but is not limited to, a Student’s name, address, telephone number, date and place of birth, major field of study, participation in officially recognized activities and sports, dates of attendance at Landmark College, degrees and awards received, and the most recent previous educational institution attended.

The Student hereby authorizes the College, 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 College in the sole and absolute discretion of the College without the pre-approval of the student, for recruitment or promotional purposes. Any student who objects to the release of this kind of information, either during or after his or her period of attendance in the Program, should make a written request to the Registrar within one day of registration, asking that directory 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.

The College will print and distribute internal directories.

- 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.

Students agree to attend class and complete work.

- 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.

If one part of this waiver is removed or invalid, the rest of the waiver remains in effect.

- 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.

This waiver will remain in effect as long as you are enrolled at the College.

- 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 at the College.

If there are any items on this release that are not fully understood, please call the College at (802) 387-6700 before signing below.

Important Note: The notes in the left column have been provided in an attempt to summarize, but not substitute the statements and conditions in the right column. By signing below, you agree to the actual conditions stated in the right column.

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:

Date:

Student Signature:

Printed Name:

If you are under 18, your parents have to read and sign this as well.

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

Date:

Signature of Parent/Guardian

Printed Name of Parent/Guardian