

*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, the University, 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, the University, 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, the University, 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 and/or the University has the right to dismiss students for violating policies of the College, the University, or Program.*

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

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

In consideration of enrollment in the Preparing Students for College Success program ("the Program"), and recognizing that his or her enrollment in 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 Landmark College ("the College") a non-profit educational organization, incorporated in the State of Vermont, or Johnson & Wales University ("the University") and the trustees, officers, directors, faculty, staff, employees, agents, and its successors and assigns of the College and the University, respectively ("Related Parties"), for any damages, loss, cost, or expense, including attorneys' fees, arising out of or in any way related to any of the following, and further agrees to defend, indemnify, and hold harmless the College and the University and Related Parties, from any and all liability, including, but not limited to attorneys' fees, arising out of or in any way 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 the 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, and yoga.
  - 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 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 any medical treatment received, 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.
  - e) Any financial or other obligations or liabilities incurred by or on account of the Student.
- 2) The Student accepts responsibility for wearing appropriate safety equipment during any activity or athletic event.
- 3) The Student represents and warrants that he or she has disclosed (and will disclose) to the University any existing disability or illness of the Student which may require medical treatment or accommodation.
- 4) The Student recognizes and acknowledges that the College and/or the University has absolute discretion in matters relating to the administration of the College and/or the University, and its programs, and the dismissal of the Student from the Program. If the Student violates any of the provisions of the College's and/or the University'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 and/or the University determines that Student must be dismissed, the Student may be dismissed and sent home at the expense of the Student.

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

*The College and/or the University will print and distribute internal directories.*

*Students agree to attend class and complete work.*

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

*This waiver will remain in effect as long as you are enrolled at the College and/or University.*

5) The Family Educational Rights and Privacy Act of 1974 allows the College and/or University 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 the Program, degrees and awards received, and the most recent previous educational institution attended. If you do not want us to disclose your directory information, you may notify us in the manner described below.

The Student hereby authorizes the College and/or the University, 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 and/or the University, in the sole and absolute discretion of the College and/or University 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 University 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.

- 6) The student acknowledges that the College and/or the University 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.
- 7) 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.
- 8) 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.
- 9) 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 and/or University.

If you do not understand any aspect of this release, 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 for, 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.*

*Date:*

*Signature of Parent/Guardian*

*Printed Name of Parent/Guardian*

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