RELEASE AND ACKNOWLEDGMENT FOR PARTICIPATION IN INSTRUCTIONAL AND/OR WORKFORCE TRAINING AND COMMUNITY EDUCATION COURSE(S)

I, the undersigned “Participant,” am/am not (circle one) eighteen years of age and have voluntarily applied to participate in an Instructional Program course and/or a Workforce Training and Community Education course (collectively the “Course”) provided by North Idaho College (“NIC”). For and in consideration of being allowed to participate in the Course, I hereby agree as follows:

Acknowledgement. I acknowledge that I am in good health and have no physical conditions that affect my ability to participate in the Course and have not been advised otherwise by a medical practitioner. I expressly acknowledge that it is my responsibility to ensure that I am covered by medical insurance, individually, or as a part of an organization and that NIC will not provide such coverage.

I expressly acknowledge and agree that my participation in this Course, including any component of the Course that involves my participation in learning opportunities outside of the classroom environment, are solely for educational purposes and are not for the benefit of NIC as my employer. I expressly acknowledge and agree that I am not working for or employed by NIC as a result of my participation in the Course and that my participation is solely as a student and not as an employee of NIC. I further acknowledge and agree that, unless an agreement to the contrary exists, I am not entitled to any NIC-employee benefits such as compensation, retirement benefits, worker’s compensation benefits, unemployment benefits and/or any other benefit afforded to individuals as a result of their employment with NIC.

Assumption of the Risk. I acknowledge and agree that my participation in the Course may expose me to hazards or risks that may result in my illness, bodily injury, emotional injury, loss, death and/or damage to property. I understand and appreciate the nature of such hazards and risks and I, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, assume all risks inherent in my participation in the Course.

Release. I, individually, and on behalf of any community, estate, heirs, executors, administrators, assigns, insurer, and entity, release, waive, discharge and acquit NIC, its governing board, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim (including claims for attorneys’ fees), damage, loss, injury, expense, cause of action, dispute and cost that may arise from, result from or occur during my participation in the Course, including my coming and going from the Course, whether caused by the negligence of NIC, its governing board, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Indemnity. I agree to indemnify, defend and hold harmless NIC, its governing board, officers, employees, volunteers, representatives, agents and insurers, from any and all liability, claim, damage, loss, injury, expense, cause of action, dispute and cost (including payment of fees as incurred) that may arise from, result from or occur during my participation in the Course, including my coming and going from the Course, whether made by me or on behalf of me to the extent permitted by law, and whether caused by the negligence of NIC, its governing board, officers, employees, volunteers, representatives, agents or insurers, or by any cause whatsoever.

Understand. I acknowledge that I have read this agreement in its entirety, understand the terms herein and agree to be bound thereby.

Severability. If any provision of this agreement shall be found to be void, such determination shall not affect any other provision of this agreement.

DATED this _____ day of ________________, 20_____.

PARTICIPANT:________________________________________

PRINTED NAME:________________________________________

If under 18:

PARENT/GUARDIAN:________________________________________

PRINTED NAME:________________________________________