

DELTA COLLEGE
WAIVER AND RELEASE OF LIABILITY/ASSUMPTION OF RISK
Team Travel Exemption

PLEASE READ THIS CAREFULLY. This document affects any rights you may have if you are injured or otherwise suffer damages if you decide to drive separately or leave your Delta College (“DELTA”) athletic team’s travel party and not return with them to the DELTA campus at University Centre, Michigan upon the completion of your athletic competition.

Athletic competition and related travel involves an inherent danger and risk of injury. If you decide to leave your traveling party or obtain your own travel arrangements to the location of the event you will be traveling at your own risk and the DELTA Athletic Department cannot be responsible for your safety. If you leave your traveling party and the itinerary planned for your competition team by the DELTA Athletic Department you must understand and be aware that:

- *Prior* to departing for your athletic contest, you must notify the DELTA Athletic Department *in writing* of your intent to separate yourself from the traveling party and provide them with your alternate itinerary for returning to the DELTA campus or elsewhere.
- You are required to pay for any additional expenses related to this request. DELTA will NOT pay, or contribute to any payment of additional expenses related to this request.
- Permission to deviate from DELTA team travel policies may be granted only by the Athletic Director, who will consider each request independently on a case-by-case basis.

In exchange for permitting you to leave the traveling party for your athletic competition and returning to the DELTA campus or elsewhere under your own chosen travel itinerary, we require you sign the following WAIVER AND RELEASE OF LIABILITY for the associated risks.

I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Delta College, its elected and appointed officials, employees, students, agents and volunteers (hereinafter referred to as RELEASEES) for any liability, claim or cause of action arising out of or related to any loss, damage or injury, including death, that occurs as a result of my departure from the planned itinerary of the traveling party for the athletic competition and related activities, including injuries sustained as a result of the negligence of RELEASEES. I understand this release does not apply to injuries caused by intentional or grossly negligent conduct on the part of RELEASEES.

I agree TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES WHETHER INJURY OR DAMAGES is caused by my negligence, the negligence of RELEASEES, or the negligence of any third-party. I further agree that this WAIVER AND RELEASE OF LIABILITY shall bind the members of my family and my spouse, my parents or guardians, and my heirs, assigns and personal representative (if any). I further agree that this Release of Liability Agreement shall be construed in accordance with the laws of the State of Michigan. Venue for any suit on this document shall rest in Bay County, Michigan.

I acknowledge the risks described herein and further acknowledge there may be other risks. I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity, whether with the team or otherwise.

By signing this Waiver and Release of Liability, I represent I have read and understand the conditions set forth herein and that I agree to all conditions set forth herein, and that I sign this **voluntarily**.

Print Name of Student-Athlete

Sport

Signature of Student-Athlete

Date

Signature of Parent or Legal Guardian of Student-Athlete
(If Student-Athlete under age of 18)

Date