



# Acceptance of Risks and Responsibility Agreement and Release of Liability

**Participant** (print name): \_\_\_\_\_

This Acceptance of Risks and Responsibility Agreement and Release of Liability (“Agreement and Release”) is executed by the Participant (guardian if under 18 years of age) and is issued to Moraine Park Technical College (“College”). Participant is participating in the College affiliated Welding Competition (“Activity”) being held on November 13, 2024. Activity is co-sponsored by the American Welding Society.

### Acceptance of Risk and Responsibility

I understand that not all risks can be foreseen and there are some risks that are unpredictable. I understand that certain inherent risks cannot be eliminated regardless of the care taken to avoid injuries. I am aware of the risks of voluntary participation in this Activity by me or my child, which include, but are not limited to, the possibility of physical injury, fatigue, bruises, contusions, broken bones, concussion, paralysis, damage/destruction to property, and even death. I understand that I have been advised by Moraine Park Technical College that I am solely responsible for any and all costs if medical treatment is necessary and that the costs associated with preliminary tests, vaccinations, diagnostic tests, and treatment associated with illness(es), injury(ies), and blood and/or body fluids exposure is my responsibility. I know, understand, and appreciate the risks that are inherent in the activity for which I participate. I hereby assert that my or my child’s participation is voluntary and that I knowingly accept all such risk and responsibility.

An environment free of allergens, including but not limited to food allergens, cannot be guaranteed at Moraine Park Technical College. Moraine Park Technical College cannot guarantee that any particular food product prepared, sold, bought on its campus or brought onto campus by a student or a visitor is free of allergens.

### Media Release

I grant Moraine Park Technical College my permission to use any and all quotations, photograph(s), videos and/or other electronic images for promotion, education and/or other purposes. All media will remain the property of Moraine Park Technical College. I waive any claim for financial compensation.

### Hold Harmless, Indemnity and Release of Liability

In consideration of my or my child’s participation in this activity, I, for myself, spouse, partner, heirs, personal representatives, estate or assigns, hereby waive, release, and discharge the College, including its Board of Trustees/Directors, administrators, officers, employees, teachers, agents and insurers, from any and all claims, causes of action, suits, damages, or liabilities sounding in negligence, which I have, shall have, or may have in the future against the College arising out of, based on, related to, or connected with, my enrollment and participation in the Activity. This release of liability does not, however, apply to any intentional or reckless acts or conduct by the College.

This Agreement and Release shall be governed by the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under, or incident to, this Agreement and Release. I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.

By signing this document, I acknowledge I have been fully informed of and understand the contents of this Agreement and Release. I am not relying on any oral or written representations, statements or inducements, apart from those made in this Agreement and Release.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

If Participant is under the age of eighteen (18) years, the parent and/or guardian acknowledges they are competent to sign this document on behalf of the Participant.

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date