

Walters State Community College
Workforce Training - Division Of Workforce Training
Liability Release, Waiver, Discharge And Covenant Not To Sue

This is a legally binding Release executed by:

Name of Student _____ ,

Street Address _____ ,

City, State, Zip _____ ,

hereinafter referred to as the "Student", and by,

Name of Parent or Guardian _____ ,

whose address, if different from the Student's is:

Street Address _____ ,

City, State, Zip _____ ,

hereinafter referred to as "Parent/Guardian", to Walters State Community College ("College"), 500 South Davy Crockett Parkway, Morristown, Tennessee 37813-6899.

1.0 We, the undersigned request that the Student be granted permission to participate in the WS Youth Program, to be held at one of the following campus locations: *Morristown Campus* - 500 S. Davy Crockett Parkway, Morristown, TN 37813-6899; *Greeneville/Greene County Campus* - 215 N. College Street, Greeneville, TN 37745; *Sevier County Campus* - 1720 Old Newport Highway, Sevierville, TN 37876; or the *Claiborne County Campus* - 1325 Claiborne Street, Tazewell, TN 37879.

1.1 WS Youth Program classes and campus may include risky activities; some are more dangerous than others. The Student is not required to participate in any classes/camps and may forego any activity that the Student or Parent/Guardian perceives as too risky. WS Youth Program classes/camps may be conducted in settings that pose various risks including bodily harm. Some classes/camps may be conducted in laboratory settings containing laboratory equipment, common laboratory chemicals and paraphernalia that pose the threat of burns, cuts, or other injuries. WS Youth Program classes/camps may involve outdoor and indoor recreation activities with risks of bodily harm such as sprains, broken bones, scrapes and bruises. All the above activities involve the use of materials and equipment that may cause bodily harm or death if improperly used. The student will be supervised at all times while engaged in these activities, and safety precautions are in place. I understand that I may consult with WS Youth Program staff if I require additional information about risks associated with specific classes/camps.

1.2 The College reserves the right to cancel classes, or other activities contained therein or prevent the Student from participating in such classes or class activities if, in the College's sole judgment, such classes, activities, or participation may seriously endanger the Student or other Students or otherwise be harmful or inconsistent with the normal practices and philosophy of the College and all applicable policies of the Tennessee Board of Regents.

2.0 In consideration of the Student being permitted to participate in the Workforce Training - Youth Program, we do release, waive, forever discharge, and covenant not to sue the College, its governing board, officers, agents, employees, and any students acting as employees ("Releases"), from and against any and all liability for any harm, injury, damage, claims, demands actions, causes of action, costs, expenses of any nature which the Student may have or which may hereafter accrue to the Student, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by the Student or by any property belonging to me, whether caused by the negligence or carelessness of the Releases, or otherwise, while the Student is in, on, upon, or in transit to or from the premises where the Workforce Training - Youth Program, or any adjunct to the Workforce Training - Youth Program, occurs or is being conducted. Any and all projects, lessons, and activities created by students and/ or Black Rocket staff are the sole property of BRP.

3.0 We have signed this "Release, Waiver, Discharge, and Covenant Not to Sue" in full recognition and appreciation of the dangers, hazards, and risks of such activities, which dangers include but are not limited to those described in Sections 1.1 of this Release, and which could include serious or even mortal injuries and property damage. We further attest that we have fully discussed the aforementioned risks and hazards, and the Student and the Student's Parent/Guardian agree that the Student has individually assumed the risks involved with the Workforce Training - Youth Program as witnessed below.

4.0 We understand and agree that Releasees do not have medical personnel available at the location of the Student or on the campus. We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if

necessary, and that such action by Releasees shall be subject to the terms of this Agreement. We understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

- 5.0 It is our express intent that this Release and hold harmless agreement shall bind the members of the Student's family, if the Student is alive, and the Student's family, estate, heirs, administrators, personal representatives, or assigns, if the Student is deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the Above-Named Releases. The Student's Parent/Guardian further agrees to save and hold harmless, indemnify, and defend Releases from any claim by the Student or the Student's family, arising out of the Student's participation in the Workforce Training - Youth Program.
- 6.0 In signing this Release, the Student and the Student's Parent/Guardian acknowledge and represent that we have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before we sign it, and that we have reviewed it the Student understands what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. We further state that there are no health-related reasons or problems which preclude or restrict the Student's participation in the Workforce Training - Youth Program, and that the Student has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Student.
- 7.0 We further agree that this Release shall be construed in accordance with the laws of the State of Tennessee. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

I, the Student's Parent/Guardian, further state that I am the Student's Parent/Guardian, and am fully competent to sign this Agreement; and that I execute this Release for full, adequate, and complete consideration fully intending for myself, for the Student, and for the Student's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

IN WITNESS WHEREOF, we have executed this release this ____ day of _____, ____ year.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

PARENT OR GUARDIAN

STUDENT

Signature of Parent/Guardian

Date

Signature of Student

Date

TENNESSEE BOARD OF REGENTS
Walters State Community College

I do hereby authorize Walters State Community College and those acting under its authority to:

Record my participation, statements, and appearance on videotape, audiotape, film photography, or any other medium.

Use my name, likeness, voice, and biographical materials in connection with these recordings.

Exhibit or distribute such recording in whole or in part without restrictions or limitations for any educational or promotional purpose which Walters State Community College and those acting under its authority deem appropriate. Exhibition or distribution may be through television, home video playback devices, audio visual library services or unspecified media.

These rights are granted to Walters State Community College and apply throughout the World.

Name: _____

Address: _____

Phone No: _____

Signature: _____ Witness Signature: _____

Parent / Guardian Signature (if under 18): _____





**Workforce Training - Division of Workforce Training
Medical Release and Information Form**

As the parent, guardian or next of kin of: _____
Student's Name

I give permission for him/her to receive necessary, routine medical attention from Walters State Community College while attending the Workforce Training-Youth Programs. I also give permission for emergency medical treatment, if necessary.

Whom should we contact in case of an emergency?

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Does your child have allergies or other health problems we should know about? Please specify:

Is your child taking any medications that emergency medical personnel should be aware of? Please specify:

Is your child allergic to bee stings? Yes No

Has your child ever been a heat casualty? Yes No

Health Insurance Carrier: _____

Policy Number: _____

Signature of Parent/Guardian

Date



Workforce Training - Division of Workforce Training Youth Programs-Code of Conduct

Walters State Community College, Division of Workforce Training is committed to providing quality educational opportunities to people of all ages. Our youth programs are designed to offer young people a variety of classes to teach skill development, college preparation, and other special interest areas. Programs are offered at a variety of dates and times to audiences from 8 years old to high school students. The major focus of our youth development programs is Talented and Gifted and Kids College – a series of hands-on, discovery-based educational classes offered during the winter and summer months.

Participation in the Division of Workforce Training youth programs is subject to the observance of rules and regulations. Any participant who knowingly violates the Code of Conduct is subject to discipline, up to and including removal from the activity he or she is participating in or the entire program. Determination of disciplinary action shall be done by the youth program coordinator or dean.

Youth Participation Expectations:

- Participate fully in the program, activity and/or event
- Be responsible for your own behavior/conduct; accept consequences for inappropriate behavior
- Follow the direction of the staff/instructor
- Show respect to others by being courteous and respectful
- Use appropriate language at all times

Behavior, Conduct or Activity Not Permitted:

- Aggressive, physical behavior i.e. fighting
- Belittling others; putting others down and being disrespectful of individual differences
- Taking property that belongs to others, stealing, borrowing/using others' property without permission of the owner
- Improper language, i.e. profanity
- Possession or consumption of alcohol
- Possession or use of illegal drugs, including the use of tobacco
- Possession or use of weapons
- Possession or use of harmful objects with the intent to harm or intimidate others
- Destruction of property; graffiti, etc.
- Disrespect for adults, other participants, volunteers, staff and/or those in a leadership position
- Other conduct determined to be inappropriate by the dean, youth coordinator, and youth staff members

Actions Taken When in Violation of Code of Conduct

- Walters State Community College may remove a child at any time.
- The youth participant involved in the violation will be notified or made aware of the violation by the Division of Workforce Training youth coordinator or dean.
- The parents will be notified of the incident and the actions taken by the Division of Workforce Training youth coordinator or dean.
- When necessary, participants may be removed from the youth program.
- When warranted (i.e., violation of TN laws) the situation may also be reported to the proper enforcement authorities.
- All decisions made by Walters State Community College are final and there is no right of appeal.

I _____ have read and understand Walters State Community College, Division of Workforce Training, Youth Programs-Code of Conduct. I agree to abide by the rules described above and understand that I may be removed as a participant if I violate any of these rules.

Youth Signature _____ Date _____

I/We _____ have read and understand the Walters State Community College, Division of Workforce Training, Youth Programs-Code of Conduct and support my youth's participation in the program.

Parent/Legal Guardian Signature _____ Date _____