

LARAMIE COUNTY COMMUNITY COLLEGE

Liability Waiver – Lift Enrichment Activities

Participant(s) Name (please print): _____

Class Name: _____

Semester: _____

The above Participant being above age eighteen (18), or the Parent or Legal Guardian of the above Participant, who is under age eighteen (18), in consideration for the privilege of participation in any Life Enrichment activities offered by LCCC utilizing college owned facilities acknowledges and agrees as follows:

Participant acknowledges and is aware of the inherent risks, hazards and dangers of personal injury, death and disability through use of college facilities and equipment and subsequent participation in a particular program, class and/or recreational opportunity. Participant also understands that these risks, hazards and dangers are further increased when other persons are using the same facility and/or participating in the same event. Participant understands that he/she will be participating in, at their own risk, and do so voluntarily, despite which are integral to participation.

Participant certifies that he/she is physically capable of participation in recreational programming and that he/she will take responsibility for physical fitness and capability to perform under normal conditions. Participant agrees to obtain his/her physician's opinion or approval prior to participating should any question arise as to the mental or physical capability of the Participant to participate in the recreational programming. Participant represents that he/she has adequate health/medical insurance to cover injuries or conditions that might occur during his/her participation in recreational programming.

Participant accepts responsibility to ensure that any equipment needed to participate in recreational programming and used by the Participant is safe and functioning properly and to refrain from causing loss or damage to the property of LCCC. Participant realizes he/she is solely responsible for any personal equipment, supplies, or property he/she may use during the course of participating. Participant certifies that he/she has read all applicable LCCC safety rules regarding use of college facilities and subsequent programming, and agrees to abide by the rules and any further amendments. Participant agrees to comply with any specific instruction or request given by LCCC staff.

Participant, Parent, or Legal Guardian, on behalf of Participant, hereby releases, waives, discharges, and covenants not to sue, LCCC, nor any of its elected and appointed officials, employees, officers, agents, successors, assignees, and volunteers regarding any and all claims arising in direct relation to Participant's assumption of risk in the use of the LCCC facilities and subsequent programming. This is not to include actions based upon negligence of LCCC wherein the damage, injury or death is not the result of an inherent risk of the sport or recreational opportunity pursuant to the Wyoming Recreation Safety Act, WYO. STAT. ANN. § 1-1-121 (2013) *et seq.*, and WYO. STAT. ANN. § 1-1-109 (2013) applies irrespective of the age of the person assuming the risk. To the fullest extent permitted by law, Participant shall indemnify, defend, and hold harmless LCCC, its elected and appointed officials, employees, officers, agents, successors, assignees, and volunteers from any and all claims, lawsuits, losses, and liability arising out of Participant's involvement in this activity. Further, LCCC does not waive its Governmental/Sovereign Immunity by executing or entering into this Waiver/Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to WYO. STAT. ANN. § 1-39-101 (2013), *et seq.*, and all other applicable laws.

I hereby certify that I am over eighteen (18) years of age or the Parent or Legal Guardian of the above Participant, who is under the age of eighteen (18). I have carefully read the foregoing and acknowledge that I understand and agree to all the above terms and conditions. I have had the opportunity to ask any and all questions regarding this Waiver. I am aware that by signing this Waiver, I assume all risks and waive and release certain substantial rights that I may have. I acknowledge that this Waiver is binding upon myself, my heirs, executors, administrators, and representatives in the event of my death or incapacity.

Participant: _____
Printed Name Signature

Age: _____ LCCC Card Number or Student ID Number: _____ Date: _____

Signature Block for Minors: As Parent or Legal Guardian, I hereby confirm that I am the Parent or Legal Guardian, acknowledge and agree to the terms and conditions of this waiver.

Parent or Guardian: _____
Printed Name Signature

Relationship to Minor: _____ Date: _____

Distribution: Return completed original Waiver to Sheri Johnson, Room AM-114 in the Admin. Building