This is a legal document about liability. Students volunteer to enroll in the College. Being in College involves some risks.

Students will not hold the College responsible in any way for any injuries or damages outlined in the next five (5) paragraphs.

Students will not hold the College responsible in any way for any injuries during College sports (even if it results in death) or traveling to a College event.

Students will not hold the College responsible in any way for any damage or injury to personal property.

Students will not hold the College responsible in any way for any injuries or damage related to the use of any car or other means of travel.

The College has the right to dismiss students for violating policies of the College.

Students cannot hold the College responsible for any harm caused by the medical staff, who are independent contractors and not College employees.

Students must tell the College of any disability that needs accommodation.

According to Federal law, the College can print and release basic information about students.

In consideration of the acceptance of, and recognizing that his or her enrollment at Landmark College/Summer High School Program at Southern Oregon University (“the College”) is voluntary, and that there are certain risks which the Student assumes by enrolling at the College and participating in its educational, residential, athletic, and activity programs, the Student hereby enters into the following General Release and Acknowledgment of consent (“Release and Consent”).

1) The Student waives, releases, and forever discharges all claims, demands, actions or causes of action, which he or she may now or in the future have against the College, a non-profit educational organization, incorporated in the State of Vermont, its officers, directors, faculty, staff, employees, agents, and its successors and assigns, for any damages, loss, cost or expense including attorneys’ fees, arising out of or in any way connected with any of the following, and further agrees to defend, indemnify and hold harmless, from any and all liability, including, but not limited to attorneys’ fees, arising out of or related to the following.

   a) Any injury or illness suffered by the Student due to her or his participation in any organized or sanctioned activity and or athletic program(s) sponsored by the College, regardless of whether or not it results in the death of the Student, due either to the nature of the activity or the dangers in travel to or from a specific event, whether or not it is the result of the active or passive negligence of the College. Activity and activity programs or events include, but are not limited to: aerobics, badminton, baseball, basketball, boxing, canoeing, carnival games, caving, dancing, drama club, floor hockey, hiking, horse back riding, ice hockey, martial arts, music, softball, rock climbing, ropes course, running, skiing, soccer, volleyball, weight training, yoga.

   b) The Student accepts responsibility for wearing appropriate safety equipment during any activity or athletic event.

   c) Any loss of or damage or injury to property, whether personal, real or mixed, owned by the Student or by another, caused in whole or in part by the Student whether alone or in association with others.

   d) Any and all claims of whatever nature for injury, death, loss, damage, accident, delay, cost or expense sustained by Student arising out of or related to the use of any vehicle or other mode of transportation.

   e) Any financial or other obligations or liabilities incurred by or on account of the Student.

2) The Student recognizes and acknowledges that the College has absolute discretion in matters relating to the administration of the College and its programs, and the dismissal of the Student from the College. If the Student violates any of the provisions of the College’s policies or any of the terms and conditions of the Student’s enrollment, or if for any other reason is the sole and absolute discretion the College determines that Student must be dismissed, the Student may be dismissed and sent home at the expense of the Student.

3) The Student recognizes and acknowledges that the medical staff at the College are independent contractors, and not employees of the College, and that the College is not in any way responsible for, and shall not be liable for, any aspect of medical treatment provided to the Student, including, but not limited to the consequences of any examination, advice, diagnosis, medication, treatment, prognosis or other professional services which such medical staff may furnish the Student. The student agrees to hold the College harmless from any claim related to action of the medical staff.

The Student represents and warrants that he or she has disclosed (and will disclose) to the College any existing disability or illness of the Student which may require medical treatment or accommodation.

4) The Family Educational Rights and Privacy Act of 1974 allows the College to release directory information about a Student without obtaining the Student’s prior consent. Directory
The College will print and distribute internal directories.

Students agree to attend class and complete work.

The ability to transfer credits is up to the accepting institution.

If one part of this waiver is removed or invalid, the rest of the waiver remains in effect.

This waiver will remain in effect as long as you are enrolled at the College.

I have read the foregoing General Release and Acknowledgment of Consent, and understand its provisions. In consideration of the Student's enrollment in the College, I acknowledge and agree that the Student and I are jointly and severally bound by the General Release and Acknowledgment of Consent.

Signature of Parent/Guardian if the Student is under the Age of 18 Years

Printed Name of the Parent/Guardian