



WAIVER OF LIABILITY / INFORMED CONSENT RELEASE AGREEMENT REGARDING STUDENT LIFE AND ACTIVITIES

1. In consideration for participating in educational programs, learning activities and/or volunteer activities by Brookdale Community College and or Student Life and Activities sponsored events/meetings and for other valuable consideration, I hereby release, waive and covenant not to sue Brookdale Community College (the "College"), its Board of Trustees, and the College's officers, employees, instructors and agents ("Releasees") from and against any and all liability, claims, demands, actions and causes of action (including reasonable attorneys' fees and costs) arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted or in transportation to and from said premises. "Activity" also encompasses internships, externships, co-ops, field experience, practicum, service-learning, or any other hands-on learning experiences.
2. I understand that it is my personal responsibility and voluntary choice to participate in the Activity, to travel to and from the location and access the premises. I understand that there may be risks and hazards connected with the Activity and I voluntarily assume full responsibility for any risks of loss or personal injury, including contraction of any communicable diseases or death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in the Activity, whether caused by the negligence of the Releasees or otherwise. I understand that it is my responsibility to implement appropriate precautions when engaging in the Activity including, but not limited to, wearing a face covering and adhering to social distancing.
3. I further agree to indemnify, defend and hold harmless the Releasees for any and all risks of loss, liability, property damage, personal injury, including death, or other costs, including court costs and reasonable attorney's fees, sustained by me while participating in the Activity or while traveling to or from the Activity location, whether caused by the negligence of the Releasees or otherwise.
4. **I understand and agree that the College is not liable if I sustain an injury, contract a communicable disease – including but not limited to COVID-19, become hospitalized or die as a result of my participation in the Activity nor will the College be responsible for any medical costs and expenses associated with the foregoing.** _____(initial)
5. I am familiar with the policies, rules and regulations of the College concerning student conduct and health, safety and emergency measures. I agree to follow the directive or instruction made by the person or persons in charge of said Activity and I assume the complete risk of my actions and any activity done in violation of any policy, rule, regulation, directive or instruction. **I agree to complete the College's pre-screening questionnaire (available on the College's website) before arriving at the Activity site and I also understand that I must pass a temperature screening the morning of the Activity. I will travel by personal vehicle to the Activity and agree to wear a face covering at the Activity and agree to adhere to social distancing rules.** _____(initial)
6. I am responsible to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the Activity or during the transportation to and from said Activity.
7. It is my express intent that this Waiver of Liability / Informed Consent Release Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a release, waiver and covenant not to sue the Releasees. I agree that this Waiver of Liability / Informed Consent Release Agreement shall be construed in accordance with the laws of the State of New Jersey.

In signing this Waiver of Liability / Informed Consent Release Agreement, I acknowledge and represent that:

- (1) I have read the foregoing Waiver of Liability / Informed Consent Release Agreement
- (2) I understand that this is a legally binding document and sign it voluntarily as my own free act and deed;
- (3) No oral representations, statements or inducements, apart from the foregoing written agreement, have been made;
- (4) I am at least eighteen (18) years of age and fully competent; and
- (5) I execute this Waiver of Liability / Informed Consent Release Agreement intending to be bound by same.

Student Name: _____ Student Signature: _____ Student ID#: _____

Date: _____

Semester: _____