

Summer Dance Lab

Liability Waiver

Last Name _____ First Name _____ # of Weeks _____

SDL STUDENTS MUST COMPLETE HEALTH AND LIABILITY FORMS AND SEND IN BEFORE STUDENT ATTENDS PROGRAM!

In consideration of the acceptance of my participation in this activity, I hereby freely agree to and make the following contractual representations and agreements: **I FULLY REALIZE THE DANGERS OF PARTICIPATION IN AN EVENT OF THIS TYPE AND VOLUNTARILY ASSUME ALL THE RISKS ASSOCIATED WITH SUCH PARTICIPATION.** I understand the risks include; by way of example and not limitation, the following accidents that may happen while traveling in vehicles to event locales; including provided transportation/carpools/bicycles/walking/Physical exertion during extreme temperatures and other unforeseen events.

I have read and understand the above (INITIAL HERE) _____

I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with this event. With these demands in mind, I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in this activity..or would interfere with my ability to participate in this activity. **I also agree** to abide by any established rules/regulations while in this activity. **I have read and understand the above (INITIAL HERE)** _____

I understand and agree that situations may arise during the event which may be beyond the control of the leader or participants. I **RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE** Whitman College, board of trustees, administrators, employees, agents or assigns (hereinafter "Releasees") or other participants. **I HEREBY WAIVE ALL SUCH CLAIMS WHICH I HAVE OR MAY HEREAFTER HAVE AGAINST THE ABOVE ORGANIZATIONS, ENTITIES, OR PERSONS, HOWEVER CAUSED, EVEN IF OCCASIONED BY OR PROXIMATELY CAUSED BY NEGLIGENCE ON THE PART OF RELEASEES, INCLUDING WITHOUT LIMITATION, ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH MY PARTICIPATION IN THE EVENT.**

I have read and understand the above (INITIAL HERE) _____

I agree, for myself and my successors, assigns, beneficiaries, executors, and my personal estate, that the above representations and agreements are contractually binding and are not mere recitals. I agree that my failure or refusal to sign other such agreements or releases shall in no way affect the validity of this agreement nor revoke or cancel any of the terms of this claim or bring any suit in violation of this agreement. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such claim or suit. This agreement may not be modified orally.

I have read and understand the above (INITIAL HERE) _____

PARENT/GUARDIAN of a minor: I, as parent/guardian of the below-named minor, hereby give my permission for my child/ward to participate in the above-named event, and further agree, individually and on behalf of my child/ward, to the terms of the above.

NAME OF MINOR _____

I have read and understand the above (INITIAL HERE) _____

If any word(s), phrase(s), term(s) of Health Statement & Liability Waiver are declared invalid or unenforceable by any court for any reasons, the remaining word(s), phrase(s), term(s) shall be valid and enforceable and construed as if the invalid or unenforceable word(s), phrase(s), term(s) were deleted. I have read and understand the above **(INITIAL HERE)** _____

NOTICE: This waiver is a contract with legal consequences. Read it carefully before signing. You will relinquish legal rights otherwise accruing to your benefit by operation of the law.

PARTICIPANT'S NAME (printed) _____

PARTICIPANT'S SIGNATURE _____

PARENT/GUARDIAN SIGNATURE (if participant is under 18) _____

Date of above signature _____ / _____ / _____

NOTE TO PARENT/GUARDIAN: Please read, sign and return by JUNE 1, 2009. The rules presented in this packet reflect our interest in safety and well-being of students. Students who violate SDL rules will be given warning: *'further infringement results in dismissal from the program'...without tuition or room & board refund.* If there is a problem with a student, the appropriate SDL staff will be in touch with you for discussion and solutions. We have had few problems of a nature that would warrant dismissal, over the years of the program. If your son or daughter is to be absent, for ANY reason, we need you to state circumstances under "SPECIFICS" (see below). In signing this form you signify that you approve our concern for the student, and that we have your cooperation & permission to enforce rules which have been stated. In addition, you accept that Whitman College & SDL, including faculty, staff and properties are not liable for injuries & property damages incurred in conjunction with program participation or at any other time during the attendance at SDL.

SDL/Whitman College/345 Boyer Avenue/Walla Walla, WA 99362-2083

Voice 509 527-5796 Fax 509 526-4744

E-mail: sdl@whitman.edu

Website: www.whitman.edu/summer_dance

Please complete this form and return SDL at the above address by deadline; June 1st.