



Participant Release Form

PROGRAM INFORMATION

PROGRAM NAME: OSHER LIFELONG LEARNING INSTITUTE
DATES: MEMBERSHIP 2023-2024 MEMBERSHIP YEAR

ABILITY TO PARTICIPATE & EMERGENCY CARE:

Ability to Participate. The Participant is in good health and able to participate in all activities. The Participant has no known impairments, conditions or other health problems which would be adversely affected by, or which would reasonably preclude Participant from safely participating in this program. The OLLI office should be made aware of any conditions, allergies, dietary restrictions & other impairments related to Program activities and requested accommodations.

Emergency Care Authorization. I authorize SVSU to arrange for emergency care for the above-named Participant. If illness or injury occurs while participating in this program, I, the participant, am responsible for all health care expenses. I hereby exempt, release and hold harmless SVSU, its trustees, officers, employees, agents and/or volunteers from any and all liability claims or causes of action whatsoever arising out of, or which may result from the above-named Participant's attendance at the program stated above.

In consideration of obtaining a membership with the Osher Lifelong Learning Institute, hereinafter "OLLI", I, hereinafter the "Participant", may participate in various activities including but not limited to, off campus courses, courses involving exercise, movement, physical exertion or food/cooking, bus excursions, trips and/or tours provided or sponsored by Saginaw Valley State University, hereinafter "SVSU", through OSHER Lifelong Learning Institute, I agree on behalf of myself and any next of kin, heirs, executors, personal representatives, successors and assigns to the terms and conditions set forth in this document, hereinafter "Agreement".

ASSUMPTION OF RISK. As the participant, I understand and acknowledge that that there are risks in any activity and that participation in such activities and/or use of such equipment may result in injury or illness or damage to personal property. This includes, but not limited to the risk of death, serious bodily injury, property/personal loss or damage). I understand that SVSU, or OLLI shall have no responsibility to pay for medical treatment and related costs, should an incident occur. I agree that in the event these may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

RELEASE FROM LIABILITY. I, the Participant, exempt, release, waive discharge and covenant not to sue OLLI, SVSU and its trustees, officers, agents, employees and volunteers (including, without limitation, its students working as staff) and other participants from any and all claims or causes of action for injury to the person or property of participant, whatsoever for death, serious bodily injury, property/personal loss or damage, that may arise from the above-mentioned participant attending any of the above-mentioned programs, including any claims or causes of action resulting from the negligence of any person(s) involved in the program but not included any intentional misconduct committed by such person(s).

INDEMNIFY AND HOLD HARMLESS OLLI, SVSU and it trustees, officers, agents, employees and volunteers (including, without limitation, its students working as staff) from and against any liabilities, injuries, losses, expenses (including without limitation, reasonable attorneys' fees) and/or other damages, incurred by any of them as a result of any claims or causes of action brought against them by or in the right of the above-mentioned participant or due to any injury to persons or property caused by said participant, arising out of, or in any way resulting from the above-named participant's attendance at the programs listed above.

PUBLICITY. I, the Participant, hereby grant the SVSU and OLLI, without limitation, the right to use my name and likeness in connection with any activities for any publicity without further compensation or permission. Those wishing not to participate may submit their request in writing to the OLLI office.

MISCELLANEOUS. Participant further agrees that this Release is intended to be as broad and inclusive as permitted by law and that if any portion is held invalid, it is agreed that the balance of the Release shall continue in full force and effect. This Release shall be governed by Michigan law.

I have read and agree with all of the above and that this agreement shall be binding on me, the Participant, Participant's heirs, successors, assigns, administrators, or executors.

(Printed Name of Participant)

(Signature)

(Date)