



Travel Waiver for Faculty



AN NMC *global* OPPORTUNITY

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Faculty/Staff Name: _____

Assumption of Risk/Release & Indemnification of All Claims/Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participating in a Program on or off campus.

Northwestern Michigan College (NMC) is a public Michigan community college. References to NMC or Northwestern Michigan College include the Trustees of Northwestern Michigan College, its employees, volunteers, students, authorized organizations and participating organizations, agents, and assigns, and anyone participating in the program activities.

I understand that Programs conducted off campus contain certain inherent dangers and risks, including jurisdictional laws for which I may not be familiar, customs of conduct for which I may not be familiar, lack of medical service and treatment, and other risks generally associated with travel. I agree to inform myself about these potential dangers of the areas I am traveling to and precautions which should be taken, including reviewing the State Department Consular Travel Information at <http://www.travel.state.gov> and the Centers for Disease Control Travelers Information at <http://www.cdc.gov/travel/> for health and immunization information. I agree that my safety is primarily dependent upon my taking proper care of myself and avoiding any activity or behavior which would harm me or others. I agree to observe the rules and practices which may be posted or advised by NMC.

Despite precautions, accidents and injuries can occur. I understand the activities I may undertake may be potentially dangerous and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment, or program participation. Therefore, except as otherwise may be permitted by law due to the scope of my employment, **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

- Death, injury, or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, which may occur as a result of participating in an activity or contact with physical surroundings, equipment or other persons.
- Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority.
- Theft or loss of personal property during the Program or any Program-related travel.
- Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.
- Alteration including delay, extension, or cancellation of the Program due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Program or facilities, equipment, or services in association with the Program, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that participating in this Program and use of facilities at NMC is an acceptance of risk of injury.

(Initials)

Medical Treatment Authorization

I authorize NMC to act on my behalf in any medical emergency, if and as may be applicable.

(Initials)

This agreement shall be construed and enforced in accordance with Michigan law and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under Michigan law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

IN WITNESS WHEREOF, this instrument is duly executed at _____, _____, this _____ day of _____, 20____.

I have read this release, thoroughly understand it, and have asked questions if I did not understand it. My signature below indicates my complete and willful consent.

Signature of Participant

Date

Name (Please Print)

Date of Birth