



OWENS STATE COMMUNITY COLLEGE
CENTER FOR EMERGENCY PREPAREDNESS

Liability Release, Indemnification Agreement and Emergency Medical Authorization

- 1. I _____ acknowledge that training for emergency preparedness presents certain risks to the trainee. I fully understand and appreciate the dangers, hazards, and risks inherent in such training. These dangers and risks can result in injury and impairment to my body, general health, well being, and could include serious or even mortal injuries and property damage.
- 2. Knowing the dangers, hazards, and risks of such training, and in consideration of being permitted to participate in the training, on behalf of myself, my family, heirs, and personal representative(s), I agree to assume all the risks and responsibilities surrounding my participation in the training and to release, waive, forever discharge, and covenant not to sue the State of Ohio, Owens State Community College, and its governing board, officers, agents, employees and any students acting as employee ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, during the training. I further agree to indemnify and hold harmless Owens State Community College and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described training.
- 3. I understand and agree that Releasees do not have medical personnel available at the location of the training or on the campus. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized, emergency medical treatment.
- 4. It is my express intent that this indemnification agreement shall bind myself, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the Releasees.
- 5. In signing the Release, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration full intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in this training, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me. I recognize that the College is not obligated to provide for any of my medical or medication needs or insurance and that I assume all risk and responsibility for those needs.
- 6. I further agree that this Release shall be construed in accordance with the laws of the State of Ohio. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

By signing below I also agree to comply with the Owens State Community College's Code of Conduct and other College regulations regarding conduct, comportment, and academic integrity during my participation in the training. I understand that the College has the right to enforce such standards of conduct and that I may be dismissed from the training at any time for failing to abide by such standards.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY OR TRIP AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Name of Trainee		Name of Witness	
Signature of Trainee	Date	Signature of Witness	Date
Name of Company		Training Activity	