

**WORCESTER STATE UNIVERSITY (“WSU”)
WORCESTER CENTER FOR CRAFTS (“WCC”) CONSENT AND RELEASE OF LIABILITY**

In consideration of being permitted to participate in the course for which you just registered (“Activity”), you acknowledged and agreed to the below terms detailed in the course listing:

1. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.
2. To agree that the activity is entirely voluntary and to be fully aware that participation involves risk of injury and/or property damage including the possibility of short-term or long-term disability and even death; to agree that these risks can come from many varied causes and that many of these risks are not foreseeable; to acknowledge, accept, and assume all such risks.
3. I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless the Commonwealth of Massachusetts, the Board of Higher Education, WCC, WSU and their employees, agents, and representatives from all liability for any damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs (including attorneys’ fees) which arise out of, result from, occur during, or are connected in any manner with my intentional or negligent conduct during my participation in the Activity, including traveling to and from an event related to this Activity.
4. To the extent authorized by law, I, individually and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless the Commonwealth of Massachusetts, the Board of Higher Education, WCC, WSU and their employees, agents, and representatives from all liability, loss, damage or expense, including attorneys’ fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses (including attorneys’ fees) which arise out of, occur during, or are in any way connected with my intentional or negligent conduct during my participation in the Activity, including traveling to and from an event related to this Activity.
5. I agree that this consent and release is to be construed under the laws of the Commonwealth of Massachusetts and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

FOR PARTICIPANTS 18 AND OLDER:

I, the above-mentioned participant, I am of the age of 18 years or older and legally competent to make this agreement. I agree to comply with all rules and regulations set forth with regard to the Activity. Further, I agree that all issues of civil liability shall be determined in accordance with Massachusetts General Laws.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS, THAT BY SIGNING IT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS I MIGHT OTHERWISE HAVE, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

FOR PARENTS/GUARDIANS OF PARTICIPANT(S) OF MINOR AGE (under age 18):

I, the undersigned, as parent/guardian with legal responsibility for the minor participant named below, consent and agree to their release, as provided above, of the Commonwealth of Massachusetts, the Board of Higher Education, WCC, WSU and their employees, agents, and representatives, and I, for myself, my heirs, representatives, assigns, and next of kin, do release and agree to indemnify and hold harmless the Commonwealth of Massachusetts, the Board of Higher Education, WCC, WSU and their employees, agents, and representatives from any and all liability as a result of or arising out of my minor child’s participation in the Activity, to the fullest extent permitted by law.