Brookhaven College
DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

SERVICE-LEARNING LIABILITY RELEASE FORM

Instructor Name: _____ Course: _____

As a student of Dallas Community College District at Brookhaven College, I _____hereby acknowledge that I freely and voluntarily have registered for an Academic Course in which Service-Learning credit is being offered during the _____Semester of 20_____. The term College also includes its trustees, employees, agents and assigns. I registered for the Course understanding that I would be required to sign this Release of Liability, as the Course is structured to include off-campus activities for which College cannot exercise control or provide the same protections as it does in an on-campus setting. I understand that the off-campus activities are included in the Course structure to enhance my educational experience in ways not available through study solely on the College Campus. I further state that I am at least 18 years of age and competent to sign this affirmation and release.

I fully understand and agree that certain elements of the Course, including the Off-Campus Activities, are physically and emotionally demanding and that by participation in the Off-Campus Activities in a locale(s) not under the control of College, there are risks of accidental or other physical or emotional injury. These risks may include, but are not limited to, loss or damage to personal property injury or death due to (1) travel to and from the Off-Campus Activities, (2) the condition of facilities where the Off-Campus Activities will occur which are not under the control and maintenance of College, and/or (3) potential criminal activity in the area of the Off-Campus Activities, among others. I agree to advise the Course instructor at any point when I question my ability to participate in any activity related to the Course.

I have fully investigated the nature of the Course and the Off-Campus Activities and I understand and assume the risks of my participation in them. I further represent that I do not possess, nor am I aware of, any physical or mental disabilities which will limit my participation in the Off-Campus Activities, or that I have asked for and received reasonable accommodation, allowing me to participate in the Course and the Off-Campus Activities.

I EXPRESSLY AGREE AND INTEND THAT MY PARTICIPATION IN THE OFF-CAMPUS ACTIVITIES SHALL BE UNDERTAKEN BY ME AT MY OWN RISK AND THAT COLLEGE SHALL NOT BE LIABLE FOR ANY INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSE OF ACTION WHATSOEVER WHICH MAY ARISE OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THE OFF-CAMPUS ACTIVITIES, WHETHER FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON MY PART, OR THE PART OF THE COLLEGE FOR ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION.

IN EXCHANGE FOR MY PARTICIPATION IN THIS COURSE, IT IS, THEREFORE, MY SPECIFIC AND EXPRESS INTENT THAT IN THE EVENT THE COLLEGE, SHOULD CAUSE, EITHER DIRECTLY OR INDIRECTLY, LOSS, DESTRUCTION (INCLUDING DEATH), LIABILITY, OR CLAIMS AGAINST ME AS A RESULT OF INTENTIONAL CONDUCT, NEGLIGENCE OR OTHERWISE, I WILL HOLD THE COLLEGE HARMLESS AND INDEMNIFY COLLEGE FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, LAWSUITS, DAMAGES, AND ASSESSMENTS, INCLUDING LEGAL FEES, ETC., THAT RESULT FROM COLLEGE'S INTENTIONAL ACTIONS OR NEGLIGENCE.

THE TERMS OF THIS RELEASE OF LIABILITY ARE TO BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, SHOULD ANY TERM OR PROVISION OF THIS RELEASE OF LIABILITY BE FOUND TO BE UNENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND THE BALANCE OF THIS RELEASE OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT. I AGREE THAT EXCLUSIVE VENUE FOR ANY DISPUTE ARISING BETWEEN COLLEGE AND ME INVOLVING THIS RELEASE OF LIABILITY IN ANY WAY SHALL BE IN DALLAS COUNTY, TEXAS.

ACCEPTED AND AGREED:

_____

(Signature of student or parent/guardian if student is under 18 years of age) Date

_____

Printed Name Student ID # Phone

Office of Service-Learning and Civic Engagement
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