

Student Name: _____



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Continuing Education Waiver 2025

All students (“participant”) under 18 years of age participating in a Continuing Education Program must have a current signed Waiver on file with Flathead Valley Community College’s Continuing Education Department in order to participate in any Continuing Education Program (one per student per calendar year).

Release and Hold Harmless Agreement: The undersigned Parent(s)/legal guardian (“Parent”) acknowledges that my child, the participant, and Parent fully understand that the participant’s participation in the CE Program may involve risk of serious injury or death, including losses which may result not only from the participant’s own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play and/or engagement of the types of event(s) or activity(ies) in which the participant is enrolled or may participate. Knowing and understanding that there may be risks involved with participation in the activity(ies), Parent voluntarily and willingly assumes responsibility for all risks and dangers associated with the participant’s participation in the activity(ies). Furthermore, Parent releases and/or waives all claims or causes of action against Flathead Valley Community College and its officers, trustees, directors, agents, and employees, arising out of the participant’s participation in the activity(ies). Parent agrees to use any of Parent’s or participant’s insurance available to the Parent and/or participant (e.g. health insurance, homeowner’s insurance, etc.) as sole medical coverage if accident or injury occurs, and shall not seek coverage or recovery from Flathead Valley Community College or its insurer(s). Parent agrees that Parent is financially responsible for any losses resulting from the participant’s activities and will indemnify Flathead Valley Community College and its officers, trustees, directors, agents, and employees (collectively the “Indemnitees”) for any loss or damage caused by the participant during such activity(ies). Furthermore, to the fullest extent permitted by law, Parent agrees to indemnify and hold harmless the Indemnitees against any claims, damages, losses, liabilities, or costs, including attorneys’ fees, that the Indemnitees incur as a result of participant’s participation in the activity(ies), participant’s negligent acts, or the Indemnitees’ enforcement of this Release and Hold Harmless Agreement. The indemnification obligation of this Paragraph includes, but is not limited to, claims against Flathead Valley Community College by the participant or other persons purporting to act on behalf of the participant.

Acceptance of Guidelines: I, the parent/guardian, understand my child is required to abide by the terms, conditions and rules stated in this Continuing Education Waiver Form. I am fully aware of the consequences to the participant and myself resulting from the violation of any of the guidelines. I authorize a Flathead Valley Community College designee to administer immediate or emergency medical treatment to the participant. If any unforeseen condition shall arise, calling on the judgment of a physician or the designee, I authorize the medical designee to do what is advisable for the health of the participant, provided an immediate effort is made to contact me at the emergency contacts I have provided in this form.

Severability: I agree that this release shall be governed and construed in accordance with the laws of the State of Montana, County of Flathead. I also expressly agree that the foregoing release, waiver, and assumption of risks are intended to be broad and inclusive as is permitted by law of the State of Montana, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I understand the Flathead Valley Community College Continuing Education Program views discipline as a positive learning experience and will never use physical discipline with my child. Should problems arise which are inconsistent with the program goals of Flathead Valley Community College Continuing Education Program, every attempt will be made to rectify the situation, which may include requiring me to pick up my child or to remove him/her from the program without reimbursement for fees paid for program.

I have read this Waiver in its entirety and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue Flathead Valley Community College Continuing Education Program and Flathead Valley Community College, its officers, trustees, directors, agents, and employees. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as me. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Student First & Last Name

Parent/Guardian First & Last Name

Relation to the Student

Parent/ Guardian Signature

Date

Media Release for Photographs and Videos: There will be photographs and videos taken of participants during the program. The footage maybe used in future promotional and educational materials. I hereby grant Flathead Valley Community College Continuing Education Program, its board members, employees, agents, and assigns, the right to photograph my child and use the photo and/or other digital reproduction of them or other reproduction of their physical likeness for publication, whether electronic, print, digital or electronic publishing via the Internet. I hereby release and discharge Flathead Valley Community College Continuing Education Program and Flathead Valley Community College, its officers, trustees, directors, agents, and employees, from any and all claims and demands arising out of or in connection with the use of such photos/digital reproduction/other reproductions of my child's likeness.

Initial

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I **DO NOT** give permission for photographs and/or videos of my child to be taken and used.

Authorization for Self-Checkout

Flathead Valley Community College Continuing Education Program requires parent(s) or authorized adult(s) to sign the participant out at the end of each day the instruction meets. Parents/Guardians may authorize participants under the age of 18 **who are at least 14 years old** to check themselves out of instruction/lesson without a parent or guardian present. To authorize your qualified child/participant for self-checkout, please complete below.

My student, _____, **meets the criteria above** for self-checkout and
(Student Name)

I, _____, authorize them for self-checkout from their program on my behalf.
(Parent/Guardian Name)

Parent/ Guardian Signature

Date

Please drop off the completed waiver in the Continuing Education Office (AT 215) prior to the start of the program.