



# Participant Release Form

## PROGRAM INFORMATION

**PROGRAM NAME:** Osher Lifelong Learning Institute  
**DATES:** Membership 2021-2022 Membership Year

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### **ABILITY TO PARTICIPATE & EMERGENCY CARE:**

**Ability to Participate.** The Participant is in good health and able to participate in all activities. The Participant has no known impairments, conditions or other health problems which would be adversely affected by, or which would reasonably preclude Participant from safely participating in this program. The OLLI office should be made aware of any conditions, allergies, dietary restrictions & other impairments related to Program activities and requested accommodations.

**Emergency Care Authorization.** I authorize SVSU to arrange for emergency care for the above-named Participant. If illness or injury occurs while participating in this program, I, the participant, am responsible for all health care expenses. I hereby exempt, release and hold harmless SVSU, its trustees, officers, employees, agents and/or volunteers from any and all liability claims or causes of action whatsoever arising out of, or which may result from the above-named Participant's attendance at the program stated above.

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In consideration of obtaining a membership with the Osher Lifelong Learning Institute, hereinafter "OLLI", I, hereinafter the "Participant", may participate in various activities including but not limited to, off campus courses, courses involving exercise, movement, physical exertion or food/cooking, bus excursions, trips and/or tours provided or sponsored by Saginaw Valley State University, hereinafter "SVSU", through Osher Lifelong Learning Institute, I agree on behalf of myself and any next of kin, heirs, executors, personal representatives, successors and assigns to the terms and conditions set forth in this document, hereinafter "Agreement".

**ASSUMPTION OF RISK.** As the participant, I understand and acknowledge that that there are risks in any activity and that participation in such activities and/or use of such equipment may result in injury or illness or damage to personal property. This includes, but not limited to the risk of death, serious bodily injury, property/personal loss or damage). I understand that SVSU, or OLLI shall have no responsibility to pay for medical treatment and related costs, should an incident occur. I agree that in the event these may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

**RELEASE FROM LIABILITY.** I, the Participant, exempt, release, waive discharge and covenant not to sue OLLI, SVSU and its trustees, officers, agents, employees and volunteers (including, without limitation, its students working as staff) and other participants from any and all claims or causes of action for injury to the person or property of participant, whatsoever for death, serious bodily injury, property/personal loss or damage, that may arise from the above-mentioned participant attending any of the above-mentioned programs, including any claims or causes of action resulting from the negligence of any person(s) involved in the program but not included any intentional misconduct committed by such person(s).

**INDEMNIFY AND HOLD HARMLESS OLLI, SVSU and its trustees, officers, agents, employees and volunteers (including, without limitation, its students working as staff) from and against any liabilities, injuries, losses, expenses (including without limitation, reasonable attorneys' fees) and/or other damages, incurred by any of them as a result of any claims or causes of action brought against them by or in the right of the above-mentioned participant or due to any injury to persons or property caused by said participant, arising out of, or in any way resulting from the above-named participant's attendance at the programs listed above.**

**PUBLICITY.** I, the Participant, hereby grant the SVSU and OLLI, without limitation, the right to use my name and likeness in connection with any activities for any publicity without further compensation or permission. Those wishing not to participate may submit their request in writing to the OLLI office.

**MISCELLANEOUS.** Participant further agrees that this Release is intended to be as broad and inclusive as permitted by law and that if any portion is held invalid, it is agreed that the balance of the Release shall continue in full force and effect. This Release shall be governed by Michigan law.

I have read and agree with all of the above and that this agreement shall be binding on me, the Participant, Participant's heirs, successors, assigns, administrators, or executors.

Saginaw Valley State University (SVSU) has implemented numerous preventative measures to reduce the likelihood of spreading COVID-19 at SVSU. However, SVSU cannot guarantee that you will not become infected with COVID-19. Further, attending a SVSU Osher Lifelong Learning Institute (OLLI) program could increase your risk of contracting COVID-19.

I voluntarily accept, acknowledge and agree, and will follow the following conditions or requirements.

1. Based on COVID-19, I understand that it is my responsibility to review any underlying health conditions making myself particularly vulnerable to COVID-19 with my healthcare provider, including considerations related to the risk of COVID-19. I verify that I have not shown any COVID-19 symptoms in the past 10 days, including fever of 100.4°F or higher, chills, sweats or feverish symptoms, new cough, shortness of breath or difficulty breathing, new loss of taste or smell, sore throat, congestion or runny nose excluding seasonal allergies, new unexplained fatigue, unexplained muscle aches, new headache, digestive symptoms such as nausea or vomiting or abdominal pain.
2. If I develop these symptoms or test positive prior to the program, I will not be able to participate. Additionally, if anyone in my household tests positive for COVID-19, I will not be able to participate in the program.
3. I acknowledge the contagious nature of COVID-19 and voluntarily agree to the participation terms. I assume the risk that I may be exposed to or infected by COVID-19 by attending any OLLI programs sponsored by SVSU and accept sole responsibility for that exposure or infection (including, but not limited to, personal illness, disability or death), damages, losses, claims, liability, costs or expenses, of any kind (collectively, "Claims"), that I may experience or incur in connection with my attendance at an OLLI program.
4. I agree and accept the risk that the programs could be cancelled at any time based on a person experiencing COVID-19 Symptoms.
5. SVSU will, to the best of their ability, require and enforce applicable local, state and federal requirements which may assist in offering protection from the COVID-19 epidemic. I understand the atmosphere of the program may not allow perfect enforcement, and I assume the risk of my participation and waive and release SVSU from all claims and liabilities of any kind related to that participation.
6. I hereby release, covenant not to sue, discharge, and hold harmless SVSU, its employees, volunteers, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions or negligence of SVSU, its employees, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation in a SVSU OLLI program.

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(Date)

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(Signature)

(Printed Name of Participant)