



“TRADE UP”

Waiver of Liability and Hold Harmless Agreement



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I, the undersigned participant, am requesting participation in Caldwell Community College & Technical Institute’s Trade-up Pre-Apprenticeship Program. This includes participation in two courses, CAR-7007 Construction Fundamentals and WBL-7000 Construction Work-Based Learning. These courses include the following:

CAR-7007 Construction Fundamentals – Classroom instruction in construction principles and practices as well as laboratory instruction in the use of hand tools and power tools.

WBL-7000 Construction Work-Based Learning – Field, work-based learning including employment with a local construction company. All employers will maintain the necessary worker’s compensation liability insurance as well as maintain compliance with the NC Department of Labor requirements.

This activity begins on June 14, 2024 and ends on August 9, 2024; all of which are hereinafter referred to as the "activity".

In consideration of my participation in the activity, I hereby waive all claims or causes of action against the State of North Carolina, the Trustees of Caldwell Community College & Technical Institute, the College, its auxiliary organizations, and the officers, directors, employees and agents of all of them, all of which are collectively hereinafter referred to as the "State," arising out of my participation in the activity and hereby release, hold harmless, and discharge the State from all liability in connection therewith.

Knowing, understanding, and fully appreciating all possible risks, I hereby expressly, voluntarily, and willingly assume all risks and dangers associated with my participation in this activity. Some of the risks and dangers are listed below. I understand this list is not exhaustive. Common risks include:

- Travel to and from home, the classroom and work locations.
- Tripping, slipping, falling, lifting, etc.
- Use of hand tools and power tools.

In addition, I have been advised to obtain personal medical coverage aside from the coverage that might be provided by student accident insurance. I understand that such care is limited and that I will have full medical coverage for my participation only if I obtain such coverage on my own. Furthermore, I agree to use my personal medical insurance as a primary medical coverage payment if accident or injury occurs.

I have read this waiver and release and understand the terms used in it and their legal significance. This waiver and release is freely and voluntarily given with the understanding that right to legal recourse against the State is knowingly given up in return for allowing my participation in the activity. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assigns. This form will be held for a minimum of 3 years with the faculty/advisor.

Participants Name: _____ Phone: _____

Address: _____

Participants Signature: _____ Date: _____

Contact in case of Emergency: _____ Phone: _____

Parent's Signature (if under 18): _____ Date: _____

Witness Signature (at least 18): _____ Date: _____