



## DEPARTMENT OF HOUSING AND RESIDENCE LIFE

Living on campus can be an exciting aspect of college life, giving students the opportunity to meet and establish relationships with people with different backgrounds and experiences. A campus residential experience can be wonderfully enriching, but living with others also presents challenges. It takes consideration, patience and a level of maturity to live with others in a way that helps maintain a safe and welcoming living-learning community for all. Every student living in Western Michigan University residence halls and apartment communities (“WMU Housing”) has a role in maintaining an environment conducive to academic and personal growth.

**Students Not Required to Live on Campus.** WMU does not require students to live in WMU Housing. WMU does not permit students under age 18 to live in WMU Housing unless that student and their parent/guardian acknowledge and accept responsibility for the risks associated with the minor student living in a community of adult students.

**Risks.** Living on campus, and the freedom and challenges that it entails, can be particularly daunting for minor students. There are inherent risks when any student moves away from home to live unsupervised on campus, risks that may impact the student’s health, safety, and/or property. Students unaccustomed to living away from home may become lonely or depressed. Students will be exposed to many new experiences; some may include adult behavior, such as mature conversations and conduct, alcohol consumption, etc. There are other potential risks incidental to living on campus, including risks of damage, injury, illness, etc.

**No Special Supervision.** Students can seek advice or assistance from WMU Housing staff and other designated individuals, but **these individuals do not supervise students in WMU Housing or serve in any sort of guardian or chaperone capacity.** WMU cannot and does not assume that responsibility. WMU treats all students who live in WMU Housing as adults, no matter their chronological age. The minor Student’s parent/guardian must agree to instruct Student how to use WMU websites and other resources to find and understand relevant rules and policies, information regarding how to be safe on campus, what to do in an emergency, how to report misconduct and other safety rules relevant to living on campus. Before a minor Student will be considered for WMU Housing, the Student’s parent/guardian must agree to the following ***Consent Form, Release and Waiver of Liability*** (the “Consent & Waiver”). Parent/guardian shall agree to this Consent & Waiver by using their WMU-provided PIN code / Co-Signer Code to acknowledge their agreement with the terms of the Housing Contract and this Consent & Waiver.

### **CONSENT FORM, RELEASE AND WAIVER OF LIABILITY FOR MINOR STUDENT LIVING IN WMU HOUSING**

**CONSENT.** By agreeing to the terms of this **Consent & Waiver** in the manner set forth above, I certify that I am the parent or legal guardian of Student, a minor child aged 17 (minor must be age 17 by the first day of class for the semester the contract begins in order to be eligible for WMU Housing) who has been admitted to attend WMU, and I have legal authority to give Student permission to reside in WMU Housing. I support Student’s decision to live in WMU Housing. I UNDERSTAND AND AGREE THAT WMU DOES NOT REQUIRE STUDENTS TO LIVE IN WMU HOUSING; MY DECISION TO PERMIT STUDENT TO LIVE IN WMU HOUSING IS ELECTIVE AND VOLUNTARY. I consent to Student living in WMU Housing [during the Term(s) reflected in the Housing Agreement which I co-sign].

In consideration for WMU allowing Student to live in WMU Housing, Student and Parent/Guardian (collectively, “we” or “us”) each acknowledge and voluntarily agree:

- We reviewed this entire **Consent & Waiver**; we understand and agree to its terms.
- We reviewed the [WMU Student Code of Conduct](#) and [Community Living Expectations](#); Student shall comply with all WMU policies and procedures, including this **Consent & Waiver** and the [WMU Housing Contract].
- Student will abide by all local, state, and federal laws while in WMU Housing.

- Student shall be responsible for their own actions and all consequences thereof.
- If Student violates WMU policies or procedures or abuses WMU Housing or facilities, Student will be subject to disciplinary action, as defined by WMU's Student Code and Student Conduct processes, as deemed appropriate in WMU's sole discretion. Student may also be subject to disciplinary action due to the misconduct of Student's guests. If Student is removed from WMU Housing, we waive any claim for any refund or contract right we might otherwise have had.

**ACKNOWLEDGMENT OF RISK.** We acknowledge and agree that living in WMU Housing may involve certain risks, including but not limited to those discussed above. WE KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF WMU, UNLESS THE RISKS ARISE SOLELY FROM WMU'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

**RELEASE AND WAIVER OF LIABILITY:** On behalf of ourselves, our personal representatives, heirs, executors, administrators, agents, and assigns, WE HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE WMU, including its trustees, officers, employees, and any and all agents or volunteers acting at WMU's direction (collectively, the "Releasees"), from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments (including attorneys' fees), arising from any distress, injury, illness, damage, disability or harm that we may suffer as a result of Student living in WMU Housing REGARDLESS OF WHETHER THE DISTRESS, INJURY, ILLNESS, DAMAGE, DISABILITY, OR HARM IS CAUSED BY THE RELEASEES, UNLESS SOLELY CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. We agree that the Releasees are not responsible for any injury or damage we may sustain as a result of Student's own negligent acts or intentional misconduct, and we hereby release Releasees from any liability for the same.

**INDEMNITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, WE AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RELEASEES AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES) ARISING FROM STUDENT'S RESIDENCE IN WMU HOUSING. We hereby release, indemnify, and hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, damage or harm Student may suffer as a result of actions by third parties, including but not limited to agents or volunteers who are not acting under the direction and control of WMU.

**GOVERNING LAW:** This **Consent & Waiver** shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions arising hereunder and/or asserted against WMU or the Releasees shall be brought in the Michigan Court of Claims or a court with subject matter jurisdiction sitting in the state of Michigan, and we expressly waive any objections to the same.

**SEVERABILITY:** If any term or provision of this **Consent & Waiver** shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions shall not be affected.

We have read, understand and will abide by the terms of this **Consent & Waiver**. WE ARE AWARE THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES. We understand that we may seek our own legal counsel to fully explain the terms of this **Consent & Waiver** before agreeing to its terms using our WMU-provided PIN Code / Co-Signer Code.