

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, (or hereinafter on behalf of my minor child ("Participant")), hereby acknowledge that Participant has voluntarily elected to enroll in the Office of Youth Programs Summer Camps ("Program"), to be held in and around The University of Evansville, from June 2024 to August 2024. I further understand that if Participant is a minor, then I, as the minor child's parent or legal guardian must agree to all of the conditions set forth below on behalf of the minor even where the language is specifically direct to Participant.

In consideration for being permitted by the University of Evansville ("University") to participate in the Program, I hereby acknowledge and agree to the following:

ELECTIVE PARTICIPATION: I acknowledge that my participation is elective and voluntary and that my participation is not required by the University of Evansville.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with University policies and procedures, including the University of Evansville Student Handbook available at <https://www.evansville.edu>. I further agree to abide by all the rules and requirements of the Program listed on the Office of Youth Programs website. I acknowledge that University has the right to terminate my participation in the Program if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Program, or for any other reason in University's discretion. University aims to protect the health and safety of campus community to minimize the potential spread of disease within our community. As always, University will endeavor to update Participants with timely information about specific health and safety guidance important for Participants. Participants are expected to abide by the policies and protocols published on University's webpage; <https://www.evansville.edu> which are subject to update.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Program. I understand, as a Participant in the Program, I will engage in physical activities dependent on the program that they are a part of, which may pose a risk of harm, including the risk of contracting communicable disease. Such risks include, but are not limited to, accidental or negligent contact with other people or property, and the possibility of contracting viral or bacterial infections such as COVID-19, methicillin-resistant staphylococcus aureus (MRSA), and staphylococcus infection or other illnesses spread through close contact, cross-contamination or otherwise (collectively "illnesses"). I understand that COVID-19 and other illnesses may have long incubation periods during which carriers of the virus or illness may not show symptoms and still be highly contagious. I understand that these activities include but are not limited to: playing, observing or participating in Program activities, traveling to and from Program events.

I further understand and agree that the risks involved in this Program are land based and may include, but are not limited to: travel to and from Program site, including via private vehicle, common carrier, and/or University owned vehicle; contraction of communicable disease; injury resulting in athletic, physical or other game-like activities during the Program as a result of the activity area's conditions, the acts of third parties or other unknown safety hazards; skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing, injuries resulting from lack of oxygen, injuries due to conditions of equipment, unpredictability of weather and wildlife, negligent first aid operations, and other risks that may not be known to me or not reasonably foreseeable at this time and during my participation. These serious personal injuries and possible death may not only be a consequence of Releasee's (as defined herein) actions, inactions, negligence or fault, but also the actions, inactions, negligence or fault of others, conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures, and other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, damage, disability, or death that I may sustain by any means is my sole responsibility, except as explicitly specified in this Agreement.

ASSUMPTION OF RISK: I understand and acknowledge that there are potential dangers incidental to my participation in the Program, including risks of damage, bodily injury, illness, and possibly death as described throughout this Agreement. The risks may result from the Program itself, from the acts of others, from use of the equipment or organization of or unavailability of emergency medical care. I understand that there are risks attendant to physical activities associated with the Program and that there are potential dangers which may expose me to the risk of personal injuries, illness, damage, or even death. In addition, I understand that participation in the Program involves activities incidental thereto, including, but not limited to, travel to and from the site of the Program, participation sites that may be remote from medical assistance, and the possible reckless conduct if other participants. I understand that these potential risks, include, but are not limited to: travel to and from the University of Evansville via private vehicles, common carriers, and/or University-owned vehicles, local transportation to and from the University of Evansville communicable disease, weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees (as defined herein), camp participants, and that there may be other risks not known to me or not reasonably foreseeable at this time.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THE RISKS FROM THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT and I assume full responsibility for my participation in the Program.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representative, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** UNIVERSITY, its governing board, trustees, directors, officers, employees, and any students, agents, or volunteers acting at University's direction (collectively referred to as "Releasees"), for 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, illness, damage, disability or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY, DAMAGE AND/OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DISABILITY, DAMAGE AND/OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, ILLNESS, DISABILITY OR DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY LOCATION ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.**

I further agree that the Releasees are not in any way responsible for any injury, illness, disability and/or damage that I sustain as a result of my own negligent or grossly negligent acts or my own intentional misconduct and I hereby release Releasees from any liability for the same.

The University expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents, or volunteers who are not acting under the direction and control of University. I hereby release 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, illness, damage or death that I may suffer as a result of actions of any third parties who are not Releasees.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to 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, illness, damage or death that I may suffer as a result of my participation in the Program, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEE'S NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death to me, including but not limited to any injury or illness resulting from my own negligence, gross negligence or intentional misconduct during or related to the Program, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEE) TO THE FULLEST EXTENT PERMITTED BY LAW.**

PERSONAL MEDICAL INSURANCE: I agree to purchase and maintain during the term of the Program personal medical insurance. I further acknowledge that I am responsible for the cost of any and all medical health services I may require as a result of participating in the Program, or as a result of participating in the Program, except for medical costs arising from an injury or illness that I sustain that is the direct result of Releasees' negligence or gross negligence or intentional misconduct. I understand and agree that Releasees shall not in any way be responsible for other contingent losses arising from any injury or illness I sustain that is not the result of the Releasees' negligence, gross negligence or intentional misconduct.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Program and that I do not have any medical condition, including injuries and illnesses, that could be aggravated by my participation in the Program. I further attest that I am responsible for consulting with my health care provider towards this end. I also certify that I am free from communicable diseases, including, but not limited to, COVID-19, methicillin-resistant staphylococcus aureus (MRSA), and staphylococcus infection.

RESPONSIBILITY FOR REPORTING INJURIES: I acknowledge that I must be an active participant in my own healthcare and as such, it is my responsibility to report all injuries and illnesses, including signs and symptoms of concussions, to University qualified health care provider. I hereby affirm that I have fully disclosed in writing any prior medical conditions and will also disclose any future conditions to the University's health care provider.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program. In the event of any medical emergency, I authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that University personnel deem necessary for my safety and protection, unless I have affirmatively requested and received an accommodation based upon my religious belief. Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment, University may direct that I be transported to the hospital for such care.

NON-EMPLOYEE STATUS: I understand and acknowledge that in participating in the Program, I am doing so independently and that I am not an employee or agent of University. I am doing so independently and that I am not an employee or agent of the University. I understand and agree that as a non-employee that I am not entitled to receive compensation or any other employee benefit from University for my participation in the Program.

CHANGE OF VENUE: University reserves the right to change the venue to a similar venue and/or to change the dates of the Program if the original venue is not available on the originally planned date. Such change of venue or schedule shall not void this Agreement.

MEDIA/PROMOTIONAL RIGHTS: As a condition of my participation in a University Program, program and/or use of a Facility, I hereby grant University the right to use, for promotional and/or educational purposes only, any photographs, videotapes or audio recordings of me taken by University, its employees or agents, during my participation in the Program and/or use of its Facilities. Educational purposes include, but are not limited to, use in the classroom, in handbooks, or in other University institutional or faculty publications. All photographers, videographers or those who are using recording devices for the purposes of photography, videotaping or recording participants on University's property or of University events must obtain a signed release form from any participant who is visibly recognizable in the photograph or recording. Crowd scenes where no single person is the dominant feature are exempt. I further understand and agree that University may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program. These rules also govern photographs, videos or audio recordings that are intended only for use in any University publications of marketing or public relations nature, such as newsletters, brochures, catalogs, promotional items such as tours, or other materials of similar nature. Releases also must be obtained for photographs, video or audio recordings used on University's website. These rules are not in effect when photographs or recording are taken of news events, but photographs or recordings taken for news purposes require a release for reuse in marketing materials.

By signing this release, I hereby understand and grant University permission to use my likeness in photography(s)/video(s)/audio recording(s) in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by University, in perpetuity, and for other use by University. I further understand and agree that University may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of a University Program, program and its Facilities.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Indiana.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand, and will abide by each of the terms and conditions of this Agreement. I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant

Date

Print Name of Participant

Emergency Contact Name

Emergency Contact Phone #

Signature of Parent/Guardian for Participants Who Are Minors (under eighteen (18) years of age):

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

Signature of Parent or Guardian

Date

Print Name of Parent or Guardian

University Program Leader's Name (Print)

University Department