

# Auburn University

## Youth Program/Camp Informed Consent, Voluntary Waiver, Release of Liability, Assumption of Risks & Media Release Form

### PROGRAM/CAMP INFORMATION

**Program/Camp Name:** AU Explore

**Date(s):** Friday, April 29, 2016

**Time(s):** 8:00 AM – 3:00 PM

**Location:** Main AU Campus, specific areas to include, but not limited to the following buildings SCC, SCL, Graves Amphitheater, Rouse Life Sciences Building, Biodiversity Learning Center at the AUNHM, Donald E. Davis Arboretum and associated green spaces

### PARTICIPANT INFORMATION

**Name of Participant:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Gender:** M \_\_\_ F \_\_\_

***PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN BEFORE ANY CHILD IS ALLOWED TO PARTICIPATE IN THE ABOVE REFERENCED PROGRAM/CAMP.***

**I, the undersigned, wish for my Child (hereafter “Child”) to participate in the above referenced youth program (hereafter “Program”) on the date(s) and location(s) indicated above and, in consideration for my Child’s participation, I hereby agree:**

I acknowledge, understand and appreciate that as part of my Child’s participation in the Program there are dangers, hazards and inherent risks to which my Child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the youth program may involve risks and dangers, both known and unknown, and have elected to allow my Child to take part in the Program. Therefore I, on behalf of my Child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the Program.

I, on behalf of my Child, hereby release Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers and agents (hereafter “Auburn”) from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury to my Child or loss that my Child may suffer while training, preparing, participating and/or traveling to or from the Camp. This agreement is binding on my heirs and assigns.

I, on behalf of my Child, furthermore release, indemnify and hold harmless Auburn from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my Child may suffer, for which my Child may be liable to any other person, that may or does arise out of my Child’s participation in the Program. I understand that Auburn accepts no responsibility for my Child’s personal property.

In the event of an accident or serious illness, I hereby authorize representatives of Auburn to obtain medical treatment for my Child on my behalf. I hereby hold harmless and agree to indemnify Auburn from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Program.

I hereby grant to Auburn the right to reproduce, use, exhibit, display, broadcast, distribute, exploit, modify, adapt, and create derivative works of photographs, videotaped images or video/audio recordings of my child (hereafter “Materials”) by incorporating them into publications, catalogues, brochures, books, magazines, photo exhibits, motion picture films, videos, electronic media, web sites, and/or other media, or commercial, informational, educational, advertising, or promotional materials or publications related thereto (hereafter “Works”). It is agreed that the Works will be used in connection with Auburn business, the activities of Auburn, or for promoting, publicizing or explaining University activities or events. I understand and agree that the University is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works, and any commercial, informational, educational, advertising, or promotional materials containing the Materials. All electronic or non-electronic negatives, positives, and prints are owned by the University. I also understand that neither I nor my child will receive compensation in connection with the use of my child's image.

This RELEASE shall be governed by and construed under the laws of Alabama. I agree that any legal action or proceeding relating to this RELEASE, or arising out of any injury, death, damage or loss as a result of my Child’s participation in any part of the Program, shall be brought only in Lee County, Alabama.

**This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.**

**Participant Name** \_\_\_\_\_

**Parent/Guardian Name** \_\_\_\_\_

**Participant Signature** \_\_\_\_\_

**Parent/Guardian Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_