

Assumption of Risk and Release from Liability (“Agreement”)

I, the undersigned, give permission for my Child to participate in iEngage: A Summer Civics Institute, offered on behalf of The Board of Trustees of Indiana University (“IU”), at the IUPUC Learning Center on June 26-30, 2023 (“Program”).

In consideration for my Child’s participation, I, on behalf of my Child, agree to the following:

1. I understand activities for the Program may include, but are not limited to, the following: physical activities (e.g., running, walking, climbing stairs); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); consumption of food and/or beverage; and the following additional activities: attending a one-week summer camp for youth in grades 5-9 during which students will work in classrooms, interact with community guest speakers, and play outdoors.
2. I understand 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, but not limited to, adverse weather conditions, and exposure to theft and other criminal activity; sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; allergic reactions to or choking on food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable; and the following additional risks: damage to clothing or personal property, fire, or other emergency.
3. I fully understand the scope of the activities and the risks involved. I voluntarily accept and assume all risks of injury, loss of life, or damage to property arising out of my Child’s participation in the Program.
4. I hereby release and fully discharge IU, including its officers, employees, and agents, from any and all claims or causes of action, including all liability for damage to personal property or personal injury which may result from my Child’s participation in the Program, that may be brought by me or my Child or for any injury or loss that my Child may suffer while participating in the Event to the fullest extent permitted by law.
5. I further release, indemnify, and hold harmless IU, including its officers, employees, and agents, from and against any and all liability, actions, debts, claims, and demands of every kind whatsoever, including, but not limited to, any claim for Third Party negligence and/or any present or future claim, loss, or liability for which my Child may be liable to any other person or to IU that arises out of my Child’s participation in the Program.
6. In the event of an accident or serious illness, I hereby authorize representatives of IU to obtain medical treatment and transport for my Child on my behalf. I waive my right to receive informed consent prior to such transportation or treatment. I hereby hold harmless and agree to indemnify IU from any claims, causes of action, damages and/or liabilities, arising out of or resulting from the medical treatment or transport. 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.
7. I authorize IU, acting through its agents, employees, or representatives, to take photograph, video, and/or audio recordings of my Child, including my name, image, likeness, performance, and/or voice (“Recordings”). I also grant IU an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. I agree that the Recordings may be used by IU, including its assigns and transferees, for any purpose, including but not limited to, marketing, advertising, publicity, or other promotional purposes. I agree that IU will have final editorial authority over the use of the Recordings, and I waive any right to inspect or approve of any future use of the Recordings. I acknowledge that I or my Child are not expecting to receive compensation for participating in the Recordings or for any future use of the Recordings. I release and fully discharge IU, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to my Child’s participation in the Recordings or IU’s future use of the Recordings.

8. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Program that purports to establish the venue for any litigation arising from this Program, I agree that I will file no action against The Trustees of Indiana University or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Program, in any court other than the Circuit Court of Marion County, Indiana.
9. **I understand and agree to all of the terms of this Agreement. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am willingly signing this document. 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.**

Child's Name (Print): _____ Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____ Date: _____