



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

I, (or on behalf of my minor child) \_\_\_\_\_ (“Participant”), hereby acknowledge that Participant has voluntarily elected to enroll in July Experience (“Program”), to be held in and around Davidson College, Davidson, NC, from June 30 – July 20, 2019. **In consideration for being permitted by Davidson College (“College”) to participate in the Program, I hereby acknowledge and agree to the following:**

**ELECTIVE PARTICIPATION:** I acknowledge that my participation (or my enrollment of my minor child) is elective and voluntary. As a condition of my participation, I hereby grant the College the right to use, for promotional purposes only, any photographs of me taken by the College, its employees or agents, during my participation in the Program. The license granted herein includes the right to use my name, image, and likeness, in connection with the recording, storage, publishing, display, performance, transmission, marketing, and promotion, of the Program by video, audio, film, photography, print, broadcast, satellite, digital transmission, Internet, Web-case, or any other means, whether now existing or hereafter developed. I further understand and agree that the College may use (for marketing purposes) any statements or quotes attributed to me in my communications with or evaluation of the Program.

**RULES AND REQUIREMENTS:** I agree to conduct myself in accordance with the College’s policies and procedures that are applicable to the Program, including the rules set forth in the “Expectation of Students” form. I further agree to abide by all the rules and requirements of each activity within the Program. If my minor child is the Participant, I agree to ensure that he/she abides by all the rules and requirements of each activity and the Program. I acknowledge that the College has the right to terminate my/my minor child’s participation in the Program if it is determined that my/my minor child’s conduct is detrimental to the best interests of the group, violates any rule of the Program or for any other reason in the College’s discretion.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Program. I understand and agree that I/my minor child will live in the College Residence Halls and will be able to participate in social, educational, and physical activities, including water-sports activities, which may pose a risk of harm. I understand that these activities include but are not limited to: playing, observing or participating in Program activities, traveling to and from Program events. Specific examples of fields trips that I/my minor child will participate in may include going to a movie theater, a mini-golf outing, amusement park, bowling, whitewater rafting, rock climbing, challenge course, sightseeing trips to local destinations, swimming in pool and open water, canoeing, etc. Some of the activities may involve academic content that could make certain students uncomfortable. I further understand and agree that the risks involved in this Program are both water and land based and may include, but are not limited to: travel to and from Program site, including via private vehicle, common carrier, and/or College owned vehicle; injury resulting from 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; diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, drowning, injuries due to conditions of equipment, unpredictability of weather and the water conditions, 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. By participating, I/my minor child could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only College’s actions or inactions, but also the actions, inactions, negligence or fault of others, the conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures and I understand that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, illness, property damage, disability, or death that I/my minor child may sustain by any means is my sole responsibility except for those occurrences due to the College’s gross negligence or intentional acts.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Davidson College, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter 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, property damage or death that I/my minor child may suffer as a result of my/my minor child's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I/my minor child sustain as a result of my own negligent acts.

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my/my minor child's participation in the Program because it includes water or pool-based activities and/or strenuous physical activity, some of which may be dangerous and which may expose me/my minor child to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from the Program site, including via private vehicle, common carrier, and/or College owned vehicle, injury resulting from 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, diving injury, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing on aquatic surfaces, injuries resulting from lack of oxygen, drowning, injuries due to conditions of equipment, unpredictability of weather and the water conditions, wildlife, first aid operations or procedures of Releasees and/or others, 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 THEY ARISE FROM THE RELEASEES' INTENTIONAL OR GROSSLY NEGLIGENT ACTS,** and assume full responsibility for my/my minor child's participation in the Program.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify 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, property damage or death that I/my minor child may suffer as a result of my/my minor child's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

**PERSONAL MEDICAL INSURANCE.** I agree to purchase and maintain during the term of the Program personal medical insurance for myself/my minor child. I further acknowledge that I am responsible for the cost of any and all medical and health services I/my minor child may require as a result of participating in the Program.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I/my minor child am physically and mentally fit to participate in the Program and that I/my minor child do not have any medical record of history that could be aggravated by my participation in the Program.

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

**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.

**MEDICAL CONSENT:** I understand and agree that Releasees may not have medical personnel available at the location of the Program or off-site Program event. In the event of any medical emergency, **I (initial one) do \_\_\_do not\_\_\_ authorize** and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that the College's personnel deem necessary for my minor child's safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I understand and agree that Releasees may disclose to medical personnel information contained in my/my minor child's Report of Medical and Immunization History for purposes of medical treatment.

**I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Participant)

**Signature of Parent/Guardian for Participants Who Are Minors:**

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 DAVIDSON COLLEGE.**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Printed Name of Parent or Guardian)

**Consent Form for Participants Who Are Not Minors:**

I give my consent for Davidson College to release any and all education records related to my participation in July Experience, including grades, to my parents; and further give my consent for the College to notify my parents in the event of a health emergency, or as otherwise deemed appropriate by the July Experience Director or Assistant Director.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Participant)