Release of Liability (minors)

FOR: Project Lead the Way, Fort Wayne, IN
DATE: March 16, 2019—9:00 a.m. to 3:00 p.m.
LOCATION: MartinRiley architects + engineers
221 West Baker Street, Fort Wayne, IN.

Acknowledgment of Risk

I, THE UNDERSIGNED, desire that, ______________________________ a minor of whom I am the
parent having legal custody and/or the legal guardian of the estate and the person of the minor, be
permitted to participate in the (the “Program”), which will be held in Fort Wayne at MartinRiley
architects + engineers, 221 West Baker Street, Ft. Wayne, IN from 9:00 a.m. to 3:00 p.m. on
March 16, 2019.

I HAVE reviewed the Program itinerary and am fully aware that my child will be participating in
various physical activities. I hereby authorize my child to fully participate in the Program, with the
understanding that such participation shall include, but not be limited to, use of equipment, use of
facilities, instruction, and ___________ involved with the Program.

I UNDERSTAND that the University encourages me to have a physical examination or health
screening of my minor child and to obtain adequate health and accident insurance prior to my child's
participation in the Program. I hereby certify based upon my own knowledge and such consultation
with a physician (if I have consulted one) that my child has no health problems that would interfere with
my child's participation in the Program.

I HEREBY CERTIFY that I understand and appreciate that participation in the Program may result in
bodily injury or personal injury (whether physical, emotional, and/or psychiatric or any combination
thereof) to my child, including but not limited to bruises, scrapes, disease, strains, bone fractures, concussion, partial and/or total paralysis, heat stroke, heart attack, stroke, and death and may result in loss, damage or destruction of my or my child’s personal property.

I FURTHER UNDERSTAND and appreciate that such illness, injury, loss, or damage may be caused by the negligence of the University or any of its employees, agents, contractors, or volunteers. The participation of my child in the Program is purely voluntary, and I elect for my child to participate in the Program in spite of the risks. I am voluntarily assuming the risks and I understand that the University will not be responsible for any property loss or damage, or for any physical ailment or injury, including death, sustained by my child while participating in the Program.

Release of All Claims
IN CONSIDERATION of my child's participation in the Program, I, the undersigned parent or legal guardian, agree to release and on behalf of myself, my child, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the University, its Board of Trustees, officers, employees, and agents from any liability, actions, causes of action, claims, or demands of any nature whatsoever, including, but not limited to, a claim of negligence on the part of the University, its Board of Trustees, officers, employees, contractors, agents, or volunteers, which I or my child may have as a result of any personal injury, property damage, permanent disability, or death my child may suffer in connection with my child's participation in the Program.

Indemnification of the University
IN CONSIDERATION of my child’s participation in the Program, I, the undersigned parent or legal guardian, further agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS the University, its trustees, officers, agents, and employees from any and all causes of action, claims, demands, liability, losses, or costs of any nature whatsoever, including, but not limited to, attorney fees, court costs, and investigatory costs, arising out of or in any way relating to my child’s participation in the Program.

Medical Authorization
I UNDERSTAND and agree that neither the University nor any of its trustees, officers, employees, agents or volunteers accept any responsibility for providing medical care services for my child and that the cost of any medical care services that my child may need remain my responsibility. In the event of a medical emergency for my child, I request that the individual named immediately below be contacted, and I agree that the officers, employee, or agents of the University are hereby authorized to consent to emergency medical treatment for my child on my behalf. I understand and agree that all costs of any such treatment are my responsibility and not that of the University or any of its officers, employees, agents, or volunteers. I, for myself, my child, my heirs, representatives, executives, administrators, and assigns, hereby waive, release, discharge, and hold harmless the University, its Board of Trustees, officers, employees, agents, and volunteers from any liability, actions, causes of action, claims, or demands of any nature whatsoever, either in law or in equity, including based on the alleged negligence of any of them, in connection with any decision of any of the University’s officers, employees, agents, contractors, or volunteers to obtain emergency medical treatment for my child.

EMERGENCY CONTACT: ___________________________________ PHONE: ________________________

Governing Law and Venue
THIS RELEASE constitutes the sole and entire agreement made between the parties and supersedes all prior negotiations, written and oral, conversations, correspondence, representations, agreements, proposals, and other communications regarding the subject matter hereof. Any amendment(s) to
this Release shall not be valid unless made in writing and signed by both parties. Should any portion of this Release be found invalid or unenforceable, then to the extent that such portion is invalid or unenforceable, it shall not affect the validity or enforceability of any other portion of this Release. This Release shall be construed, and legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Indiana applicable to contracts solely executed and wholly to be performed within the State of Indiana without giving effect to the principles of conflicts of laws. Any dispute as to any matter in this Release shall be brought in the state or federal courts of Indiana, and venue shall be in the state courts of Delaware County, Indiana or in the federal district court for the Southern District of Indiana, Indianapolis Division.

Agreement to the Terms of this Release
I CERTIFY that I am at least 18 years old and have read and understand the terms of this Release. I understand that by signing this Release I am relinquishing substantial legal rights, including the possibility of recovery for injury, whether the injury results from the inherent risks of the Program or the ordinary negligence of the University, its Board of Trustees, officers, employees, agents, contractors, or volunteers. I am signing this Release, after having carefully read the same, of my own free will, and by doing so, fully intend to release the University, its Board of Trustees, officers, employees, agents, and volunteers from liability or loss due to the inherent risks of the Program or the negligence of the University, its Board of Trustees, officers, employees, agents, contractors, or volunteers. In witness whereof, I have signed this Release on this ________ day of _________________, 2019.

X ___________________________________________ X ___________________________________________
Parent or legal guardian’s signature Parent or legal guardian’s printed name

Photography/Video Consent and Release form
I, THE UNDERSIGNED, irrevocably grant to Ball State University (“Ball State”) the right to use my child’s appearance in photographs or videotape for marketing purposes. I understand that these photographs or videotape may be used in Ball State publications, newsletters, news releases, and other printed materials, as well as in publicity materials on television and the Internet.

I UNDERSTAND that the photographs or videotape of my child may be edited. I understand that my child’s name will not be used with the photographs or videotape unless I give express permission and at the editorial discretion of the university. I understand that my child will not be given credit for his/her appearance in the photographs or videotape.

I EXPRESSLY RELEASE Ball State, its agents, trustees, officers, employees, licensees, and assigns from and against any and all claims that I or my child have or may have for invasion of privacy, defamation, or any other cause of action arising out of or relating to my child’s appearance in the photographs or videotape created by Ball State.

X ___________________________________________ X ___________________________________________
Signature of Parent or Legal Guardian Date

X ___________________________________________
Printed Name of Parent or Legal Guardian