

**ROCHESTER INSTITUTE OF TECHNOLOGY  
RELEASE AGREEMENT CONCERNING MINOR CHILD**

As the parent and/or legal guardian of \_\_\_\_\_ (the "Participant"), I give permission for Participant to participate in \_\_\_\_\_ (the "Activity") offered by Rochester Institute of Technology ("RIT"). As a precondition to Participant's participation in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms on behalf of Participant.

1. Assumption of Risk. I understand that participating in the Activity entails inherent risks including, but not limited to, the risks described in the Activity Details section on the second page of this Agreement. Participant and I have been given the chance to ask questions concerning the Activity Details and all of our questions have been answered to our satisfaction. Both the Participant and I are fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. Participant and I voluntarily assume full responsibility for any risks of loss, property damage or personal injury(ies), including death, which might occur or be sustained by Participant and/or me as a result of Participant's participation in the Activity.

2. Liability Release. In consideration for RIT allowing Participant to participate in the Activity, Participant and I agree, to the fullest extent permitted by law, to not sue RIT, its coaches, officers, directors, trustees, agents, employees, representatives or volunteers (the "Releasees") and Participant and I release Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including but without limitation, any claims for personal injuries, including death, that may be sustained by Participant and/or me or to any property belonging to Participant and/or me, arising from the Activity, while upon the premises where the Activity is being conducted, or while traveling to and from Activity ("Claims"). This release shall apply regardless of how such Claims may arise and regardless of who is at fault, even if caused by the negligence or fault of Releasees, excepting those Claims directly arising from the gross negligence or willful misconduct of the Releasees. Participant and I acknowledge that some of the Activity may be provided by independent third parties, such as transportation companies, park operators, or family entertainment providers ("Providers"). These Providers are not agents of, or represented by RIT, and RIT is not liable for any acts or omissions of Providers.

3. Indemnification. I agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless Releasees from and against any loss, liability, damage or costs, including court costs and attorneys' fees arising out of Participant's participation in the Activity, excepting those claims directly arising from the gross negligence or willful misconduct of Releasees.

4. Warranty of Physical Fitness. I warrant that Participant is physically fit and in a condition that will allow Participant to participate fully in the Activity. I understand the Releasees have not made, nor will make, any investigation into Participant's physical fitness or ability to participate in the Activity and Releasees are relying on my warranty of Participant's physical condition.

5. Emergency Medical Treatment. Participant and/or I maintain medical insurance that covers Participant for accidents and illnesses while participating in the Activity and I assume full responsibility for payment of medical expenses not covered by Participant's insurance incurred as a result of their participation in the Activity. I grant the Releasees permission to authorize, as a result of Participant's participation in Activity, emergency medical treatment as they deem appropriate. I understand and agree that the Releasees assume no responsibility and shall not be liable for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

6. Behavioral Expectations. Participant and I understand that participation in the Activity may require adherence to the behavioral expectations and rules of the Activity which are subject to change. Failure to comply with these expectations and rules will result in a dismissal from the Activity. Any dismissal from the Activity as a result of Participant or my failure to adhere to the behavioral expectations shall not entitle Participant or me to any refund, full or partial.

7. Talent Release. Participant and I grant to RIT the absolute and irrevocable right and unrestricted permission to use, reproduce, broadcast, telecast, publish, present and display the name, likeness, features, voice, identity, resemblance, quotations or photographs of Participant while engaged in the Activity. I agree that neither Participant nor I am entitled to any compensation for the use of Participant's name, likeness, features, voice, identity, resemblance, quotations or photographs whether used for illustration, promotion, art, editorial, advertising, trade, or any other purpose.

It is my express intent that this Agreement shall bind the members of Participant's family, estate, heirs, administrators, assigns or personal representatives. I agree that this Agreement and any claim arising from Participant's participation in the Activity shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws provision. The courts in Monroe County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

**THIS IS A RELEASE OF LEGAL RIGHTS AND ASSUMPTION OF RISK.  
READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.**

In signing this Agreement, I acknowledge that I have read both pages of this Agreement, I understand it, and I agree both Participant and myself to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily on behalf of my minor Participant.

\_\_\_\_\_  
Parent/Guardian (printed) Signature

\_\_\_\_\_  
Name of Participant (printed) Signature

\_\_\_\_\_  
Date

**ACTIVITY DETAILS**

**Name of Activity:** \_\_\_\_\_

**Date(s) of Activity:** \_\_\_\_\_

**Location of Activity:**      RIT Campus                      **Other:** \_\_\_\_\_

**Description of Activity:**

**By participating in these activities Participant may be exposed to several inherent risks, including but not limited to those listed below:**

In our effort to conduct a safe event, we request that you conduct your participation with the safety of yourself and others in mind.