

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 _____ (the "Activity") at Rochester Institute of Technology ("RIT"). As a precondition to the Participant's involvement in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

1. Assumption of Risk. I understand that participation in the Activity entails inherent risks, including, but not limited to, the risks described in the Activity Detail Form on the reverse side of this Release Agreement. I acknowledge that some of the Activity may be provided by independent third parties, such as transportation companies, park operators, family entertainment providers ("Providers"). These Providers are not agents of, or represented by RIT, and RIT is not liable for the negligent or otherwise wrongful acts or omissions of these third party Providers. I have been given the chance to ask questions concerning this Activity Detail Form and all such questions have been answered to my satisfaction. Having read this form, both the Participant and I am fully aware of the risks and hazards associated with the Activity, and hereby consent to the Participant's involvement in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that I and/or the Participant sustain arising from the Participant's involvement in the Activity, unless caused by the gross negligence or wilful misconduct of RIT, its officers, trustees, agents, employees or volunteers (the "Releasees").
2. Liability Release. In consideration for RIT allowing the Participant to participate in the Activity, I and the Participant agree not to sue the Releasees and release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses ("Claims") of any nature whatsoever which I and/or the Participant may have arising out of any loss, damage, or injury, including death, that may be sustained by me and/or the Participant or to any property belonging to me or the Participant, arising from the Activity or while upon the premises where the Activity is being conducted regardless of how such Claims may arise and regardless of who is at fault, even if caused by the neglect or fault of Releasees, excepting those Claims arising from the gross negligence or wilful misconduct of the Releasees.
3. Indemnification. I agree, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Releasees from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that Releasees may incur arising from the Participant's involvement in the Activity, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.
4. Warranty of Physical Fitness. Both the Participant and I warrant that the Participant is physically fit and in a condition that will allow them to participate fully in the Activity. We understand the Releasees have not made, nor will make, any investigation into the Participant's physical fitness or ability of the Participant to participate in the Activity, and Releasees are relying on my warranty concerning Participant's physical condition. I maintain medical insurance that covers the Participant for accidents and illnesses while participating in this Activity. I assume full responsibility for payment of medical expenses not covered by this insurance incurred as a result of the Participant's involvement in the Activity.
5. Emergency Medical Treatment. I grant the Releasees permission to authorize emergency medical treatment for the Participant, as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
6. Behavioral Expectations. I and the Participant understand that participation in the Activity requires adherence to the behavioral expectations and rules of the Activity. These expectations and rules will be conveyed to the Participant during the Activity and 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 my or the Participant's failure to adhere to the behavioral expectations shall not entitle me or the Participant to any refund, full or partial.
7. Talent Release. 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, video recordings, or photographs of Participant while engaged in the Activity. I agree that neither I nor the Participant is entitled to any compensation for the use of the Participant's name, likeness, features, voice, identity, resemblance, quotations, video recordings, 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 me, the Participant, the members of my family and spouse (if any), my estate, heirs, administrators, assigns or personal representatives. I agree that this Agreement and any claim arising from

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.

In signing this Agreement, I acknowledge that I have read both pages of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I am the parent or legal guardian of the Participant and that I sign this Release Agreement voluntarily.

Name of Parent or Guardian (printed)

Signature

Date

Name of Participant (printed)

Signature

Date

THIS IS A RELEASE OF LEGAL RIGHTS AND AN ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. READ AND UNDERSTAND BEFORE SIGNING.

ACTIVITY DETAIL FORM
(To be completed by Program Director)

Name of Activity: _____

Date(s) of Activity: _____

Location of Activity: RIT Campus **Other:** _____

Description of Activity:

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

I understand that participating in this activity can be dangerous involving many risks of injury, including but not limited to serious injury to bones, joints, ligaments, internal organs as well as the risk of death or serious disability. Any of these injuries may lead to a permanent impairment to engage in the business, social and recreational activities I generally enjoy in life. Because of the dangers of participating in this activity, I warrant that I am knowledgeable in the use of protective equipment and rules of the activity, and agree to abide by such use of protective equipment and rules. I am fully aware of the risks and hazards associated with the activity, and hereby elect to voluntarily participate in this activity.