



UNIVERSITY OF NORTH CAROLINA WILMINGTON

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, PHOTO & MEDIA RELEASE AND INDEMNITY AGREEMENT FOR UNCW PROGRAM

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of _____ being allowed to participate in the _____ (hereinafter referred to as the 'Program') as well as the use of any of the facilities and the use of the equipment of the below listed releases, as his/her custodial parent/guardian, I hereby agree as follows:

I, _____, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks to my child associated with hiking, game playing, wall climbing, swimming, boating/canoeing/kayaking, and other water activities associated with the Program and the physical exertion required therein. Despite potential hazards associated with the Program, including falls, contact with other participants, sprains, ligament and tendon damage, broken bones, other personal injury, drowning and other hazards (being caught in rip currents, shark bites, capsizing, rough water conditions, man-made objects in the water including but not limited to: ropes, bridge pilings, and metal junk, the forces of nature including lightning, weather changes, and ocean level changes) from participation in water activities, injuries inflicted by animals, insects, reptiles or plants, accidents or illness in remote places without medical facilities, illness, paralysis, permanent disability, and death, I voluntarily authorize my child's participation in reliance upon my own judgment and knowledge of my child's experience and capabilities.

Additionally, I understand that there are also risks to my child associated with travel, including, but not limited to the possible injury or loss of life or property. Despite the potential hazards and dangers, I voluntarily agree to allow my child to participate in the Program and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis or death of my child and damage or destruction to my child's property, even if caused, in whole or part, by the negligence of the staff member and volunteers of the Program or the University of North Carolina at Wilmington (hereinafter "UNCW") with the exception of willful or gross negligence.

I understand that I may inspect the premises, facilities and equipment to be used or with which my child may come in contact. If I believe anything is unsafe, I will immediately refuse to allow my child to participate further in the Program activity. By entering into this agreement, I am not relying on any oral or written representation or statements made by UNCW, other than what is set forth in this agreement.

I give permission to any doctor, hospital, or other medical agency to release confidentially to the treating physician(s) for my child any information they may have concerning his/her medical condition and their professional contact with him/her. I hereby grant my permission for such diagnostic, therapeutic, and operative procedures as may be deemed necessary for my child. (Where practical, you

will be notified by telephone before any procedures are done.) A photocopy of this permission is to be considered as valid as the original. I further understand that treatment for any medical problems my child may suffer is my responsibility and will be paid by me and/or covered by my insurance.

I shall indemnify, defend and save harmless UNCW, its officers, directors, employees, representatives, agents and volunteers from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by my child or me as a result of negligence on the part of any of the entities or individuals identified above as a result of my child's own negligence or intentional acts, during my child's participation in this Program, including travel to and from the activity sites.

I have read the Camper/Student Conduct Rules & Regulations and hereby accept the regulations of the program described therein. I understand that the Program has the authority to establish and enforce other regulations in addition to these.

I have agreed that my child may be photographed, audio or videotaped by the Program or UNCW. With my signature, I agree that photographic image(s) and information that correspond with the photographic image(s) may be disseminated for any public release usage by the Program or UNCW.

Check only if: I do not agree to photo/media dissemination for any public release from UNCW

I further agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, United States of America. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

With the Program and activities having been fully explained to me and all of my questions answered to my satisfaction, I agree to participate in the Program, fully aware of the activities and risks that may be involved. I also understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, have full capacity to enter into this Agreement, and do so voluntarily.

**I HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND
I AGREE TO BE BOUND BY IT.**

CUSTODIAL PARENT'S OR GUARDIAN'S SIGNATURE

(Signature of one parent binds both parents)

DATE

PRINTED NAME OF PARENT

PRINTED NAME OF CHILD