

Duke University Summer Academy for High School Students Community Service Project Participant Agreement



PLEASE READ THIS AGREEMENT CAREFULLY, IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU OR YOUR CHILD/WARD MAY HAVE IF HE/SHE IS INJURED OR OTHERWISE SUFFERS DAMAGES WHILE PARTICIPATING IN THE COMMUNITY SERVICE PROJECTS AS PART OF THE DUKE UNIVERSITY SUMMER ACADEMY FOR HIGH SCHOOL STUDENTS PROGRAM.

Be aware that by registering your child/ward (Participant) and having him/her participate in the Community Service Projects ("Activities"), as part of the Duke university Summer Academy for High School Students Program, you, **(Parent/Guardian Name Here)** _____ and the Participant **(Participant Name Here)** _____

will be waiving all claims for injuries the Participant might sustain arising out of his/her participation in the program. This Release and Waiver of Liability includes, but is not limited to the following Nonprofits Organizations and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties") : Bennett Place Historical Site, Boys & Girls Club of Greater Durham, Diaper Bank of NC, Durham Center for Senior Life, Durham County Fire Dept., East Durham Children's Initiative, Ellerbe Creek Watershed Association, Food Bank of NC, Goodwill Community Foundation Farm, Habitat for Humanity Restore, Inter-Faith Council for Social Services, Keep Durham Beautiful, Salvation Army Family Store, SEEDS, The Scrap Exchange, TROSA, Triangle Nonprofit & Volunteer Leadership Center.

Assumption of Risks: I/We understand that participation in the Activities is voluntary and I/We are aware that there are situations in which students will not be under the direct supervision of Summer Academy or Duke University staff members. I/We understand that the program involves excursions and off-campus activities and I/We have elected to participate in this program. As reflected by our signatures below, I/We are aware of, have discussed, and accept the risks associated with and inherent in the Activities.

Release and Waiver of Liability: In return for these Nonprofit Organizations and Duke University permitting the Participant to participate in Activities and having read and understand the Participant Agreement, I/We voluntarily agree to the following:

- A. Waiver and Release. I/We do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Participant's participation in Activities with any of the Released Parties. The Participant understands that this Release discharges the Released Parties from any liability or claim that the Participant may have against the Released Parties with respect of any bodily injury, personal injury, illness, death, or property damage that may result from the Participant's participation in Activities whether caused by the negligence of the Released Parties or otherwise arising. The Participant also understands that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury, illness, death, or property damage. I/We execute this release on behalf of and with the specific intent to legally bind us, our heirs, assigns, personal representative(s) and estate.
- B. I/We further acknowledge and understand that pictures or videos taken of participants, or products created and produced by participants may be used in the Nonprofit Organization's products, publications, web sites and/or social media channels (e.g. Facebook, YouTube). I/We hereby grant and convey unto the released parties all right, title, and interest in any and all photographic images, video or audio recordings made by Released Parties during Activities, including but not limited to, and royalties, proceeds, or other benefits derived from such photographs or recordings.
- C. Medical Treatment. I/We do hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's participation in Activities.

- D. Assumption of the Risk. I/We understand that Activities may include potentially harmful activities. The Participant hereby expressly and specifically assumes the risk of injury or harm in Activities and the Released Parties are released from all liability for injury, illness, death, or property damage resulting from the Activities.
- E. Insurance. I/We understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry, or maintain health, medical, travel, disability, or other insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own health, medical, travel, disability, or other insurance coverage.
- F. Lost/Stolen Items. I/We understand that the Released Parties are not responsible for items that are lost or stolen and that the student is responsible for his/her own possessions. I/We agree to accept responsibility for expenses incurred during the program damages to Community Service Project sites caused by the student. It is recommended that students not be in possession of valuable equipment or merchandise while at service sites. Should a student wish to bring valuable equipment or merchandise, it is recommended that this property be insured against loss, theft, or damages.
- G. Other. I/We expressly agree that the Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of this state. The Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court or competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

In signing this Release and Waiver, I/We acknowledge and represent that I/We have informed ourselves fully of the contents of this Release and Waiver of Liability and hold harmless agreement by reading it before we sign it, and that I/We have reviewed it and understand what it means and that I/We sign this document freely. I/We further state that there are no health-related reasons or problems which preclude or restrict the Participant's participation in the Activities.

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| Parent/Guardian Name | Date |
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| Participant's Name | Date |
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