

# **Clark University**

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Educational Studies Program, a Clark University Student Group  
(774) 314-9768  
950 Main St.  
Worcester, MA 01610

## **Educational Studies Program, a Clark University Student Club, Liability Release, Waiver, Discharge and Covenant Not to Sue**

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, Release), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, Releasor, I or me, which terms shall also include Releasors parents or guardian, if Releasor is under 18 years of age) to Clark University.

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the program, trip or other activity described on Exhibit A[1] which is attached to and incorporated in this Release (the Activity). As the undersigned Releasor, I understand that Clark University does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by Clark University, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this activity, and I release CLARK UNIVERSITY and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors (collectively Releasees), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively Liabilities), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require.

I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

### **Photo Release**

I grant the CLARK UNIVERSITY Educational Studies Program (ESP), located at 950 Main St, Worcester, MA, U.S.A., and Learning Unlimited, Inc. ("Learning Unlimited"), located at 527 Franklin Street, Cambridge, MA, U.S.A., the perpetual, non-exclusive, royalty-free right and license to:

- 1 - Record my participation and appearance on digital or film photography, video tape, audio tape, or any other medium (collectively, the "Recordings") during Splash 2012.
- 2 - Use my name (or any fictional name), likeness, voice and biographical material in connection with these Recordings to be used only in or for ESP and/or Learning Unlimited written, electronic, and web publications (Purpose).
- 3 - Reproduce, distribute, publically display and/or publicity perform, in print, electronic or any other medium, copies of the Recordings, in whole or in part. Grantor represents that he or she possesses all rights necessary to grant this permission for and in connection with the Purpose.

This grant of rights is made voluntarily by me. I further agree to release and forever discharge CLARK UNIVERSITY and Learning Unlimited, and their respective agents, employees, and designated representatives, from any and all claims in law or equity that I, or my heirs or personal representatives, have or shall have, arising out of recordings. This release is signed in accordance with the laws of the Commonwealth of Massachusetts.

**THIS IS A RELEASE OF YOUR RIGHTS, READ THIS FORM CAREFULLY AND UNDERSTAND BEFORE SIGNING.**

\_\_\_\_\_  
(Releasor's Signature)

\_\_\_\_\_  
(Parent's Signature, if Signatory is minor)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

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## EXHIBIT A

Splash 2012 is a project of the CLARK UNIVERSITY Educational Studies Program, a CLARK UNIVERSITY student group. Splash offers noncredit enrichment courses to 7<sup>th</sup> – 12<sup>th</sup> grade students from 9:00 am to 5:00 pm on Saturday, November 10<sup>st</sup>. The program includes check-in and registration, up to 6 hours of classes, and one hour unsupervised lunch. Some classes may involve athletic activity or the use of craft/construction tools. Student participation may be recorded on digital or film photography, videotape, audiotape, or any other medium. Students may only attend classes for which they are registered to attend. Parents may attend classes only under special circumstances under discretion of the teacher.

In case of an injury, I grant permission for \_\_\_\_\_ to receive medical attention deemed necessary, by qualified medical personnel, during the entire time that he or she (listed within) is participating in the Educational Studies Program.

We will take reasonable steps to notify you in the event of an accident or injury, which may require emergency care. If you cannot be contacted, permission is granted to CLARK UNIVERSITY staff to seek medical attention. All financial responsibility for hospitalization and medical care provided, in the case of an emergency, is to be assumed by the parent or guardian.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

Day Phone: (\_\_\_\_) \_\_\_\_\_

Evening Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Other Emergency Contact & Phone:

Name \_\_\_\_\_

Relation to Student \_\_\_\_\_

Day Phone: (\_\_\_\_) \_\_\_\_\_

Evening Phone: (\_\_\_\_) \_\_\_\_\_