

# Splash Fall 2016

## Legal Waiver and Release

This is a waiver and release form on behalf of the Clark University, the Clark University Educational Studies Program (“ESP”) – an independent student-run organization sponsored and funded by Clark University’s office of Student Leadership and Programming – and Learning Unlimited (“LU”). In consideration for my child participating in the “Splash” event being held on November 13, 2016 at Clark University, I agree to the terms below. I affirm that I am the legal Parent/Guardian of the child named below, and that I have the right to sign this form on his / her behalf.

As the undersigned Parent/Guardian, I hereby acknowledge that my child’s participation in Splash is entirely voluntary, and that I am consciously choosing to allow my child to participate in full understanding of any dangers or risks. By signing below, I acknowledge these risks and assume full responsibility for any issues that occur over the course of this program, and I release, waive, discharge, and covenant not to sue Clark University, LU, its trustees, officers, employees, students, and agents and indemnify them from liability for any and all claims resulting from personal injury, accidents or illnesses, and property damage or destruction arising from, but not limited to, participation in the Splash program.

As the undersigned Parent/Guardian, I understand that I am giving up, among other things, all rights to sue ESP / Clark University / LU for any damages to person or property my child or I may incur during the course of Splash. I agree that this Release shall be governed for all purposes by Massachusetts law. I have read and fully understand this entire Release. I 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.

I recognize that the Splash event involves the teaching of classes on various college-level subjects to my child and that ESP/Clark University/LU has full control over the content of the classes. In the event that I find any of the class content to be personally objectionable I will not in any way interfere with these classes or take actions against how they are conducted. Classrooms are intended for students only and as the parent or guardian I am not allowed into these classes alongside my child.

I further grant permission, without compensation, for ESP/Clark University/LU to photograph or take audio or video recording of my child during Splash for purposes of publication such as (but not limited to) brochures, newsletters, newspapers, magazines, websites, YouTube, etc. I agree that ESP/Clark University/LU may use, alter, my child’s image or voice however they see fit. ESP/Clark University/LU is further allowed to use my child’s name, likeness, and biographical material for publication purposes.

In case of emergency, I hereby grant permission for my child to receive emergency medical attention and care as deemed necessary during the course of Splash, and that I will not hold ESP / Clark University /LU liable for any injury that occurs resulting in, or as the result of this emergency medical treatment. I will also take responsibility for ensuring that any food allergies or preexisting medical problems my child suffers are brought to the attention of the staff at Splash, so as to best protect my child from any scenario that could result in medical risk, and that ESP / Clark University / LU will not be held liable for any medical issues that result from these allergies and / or conditions.

I once again confirm that I, the undersigned Parent/Guardian am at full liberty to sign this form on behalf of my child, and will make sure that this form is given to one of ESP’s members or volunteers on November 13, 2016 before my child attempts to participate in any classes or activities as part of Splash.

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(Child's Name)

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(Parent/Guardian Name)

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(Parent/Guardian Signature)

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(Date)