STEAM Team Summer Academy

University of San Diego, July 16-21 + July 22 conference, 2016: 9:00 a.m. to 4:00 p.m.

AGREEMENT & RELEASE OF LIABILITY

Name of Participant_____ _____

Home Address _____

Street Address City State Zip code

The parent or legal guardian of the participant ("Participant") should complete and sign this Agreement and Release of Liability ("Agreement") since the Participant is under age 18.

I, the undersigned, parent/guardian of the Participant, understand that this is a legally-binding agreement and release of liability of the University of San Diego (USD).

I request permission for the Participant to participate in the STEAM Team Summer Academy identified above. In consideration of permission being granted to the Participant to participate in the workshop activities, I agree as follows:

1. **Voluntary Activity:** I understand and agree that the Participant's participation in the workshop activities is purely voluntary and is not required by USD.

2. **Release of Liability:** I, on behalf of the Participant, the Participant's heirs, personal representatives, guardians, successors, and assigns, hereby release USD and its administrators, faculty, trustees, officers, directors, employees, volunteers, and agents, as well as any other organization through which Participant is participating in the workshop activities and their respective employees and agents (all of whom are referred to as "Releasees") from, and agree not to sue Releasees, for any claims, loss, liability, demands, causes of action, costs, expenses (including but not limited to attorneys' fees), damages or suits of any type, whether in law or in equity, that the Participant may have arising from, or relating in any way (directly or indirectly) to the Participant's participation in the workshop activities, including without limitation any physical, emotional or mental injury or property damage that the Participant may suffer as a result of the Participant's participation in the workshop activities, to the maximum extent permitted by law.

3. **Emergency Medical Treatment** I understand and agree that USD does not have medical personnel available at the location of the workshop activities. I hereby grant USD permission to authorize emergency medical treatment, if necessary, and to transport the Participant to an appropriate facility to receive emergency medical treatment, and that such action shall be subject to the terms of this Agreement. I understand and agree that USD assumes no responsibility for any injury or damages which might arise out of, or in connection with, such authorized emergency medical treatment.

4. **Fitness to Participate** I hereby represent that the Participant is physically and mentally able to participate in the workshop activities and that the Participant has no health problems or physical or mental conditions that would present a risk to the Participant or to others.

5. **Insurance** I represent that the Participant is covered by a comprehensive medical plan (health insurance) necessary to provide and pay for any and all medical costs (including but not limited to transportation costs associated with obtaining medical care) and/or I will assume all responsibility for medical costs incurred as a result of illness and/or as a result of

the Participant's participation in the workshop activities. I agree to pay for any costs related to the Participant's medical treatments that are not covered by insurance or if the Participant has no medical insurance.

6. **Compliance with Policies**. I have read and agree that I and the Participant will comply with all applicable University policies and procedures, including but not limited to those that apply to participation in the Workshop. I understand that permission to participate in the Workshop may be suspended, revoked or denied by the University in its sole and complete discretion. If the Participant observes a hazard during participation in the Workshop, the Participant will immediately remove him/herself from participation and bring the hazard to the attention of a University staff member.

7. **Miscellaneous**. The law of the state of California shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of law principles. The venue for any dispute relating in any way to this Release shall be in San Diego, California. If any clause or provision of this Agreement is held to be illegal, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions or parts thereof which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Release are severable.

I acknowledge that I have carefully read this Agreement and fully understand its contents. I acknowledge that I am voluntarily executing this Agreement of my own free will after having the opportunity to consult with legal counsel of my own choosing. I understand that this Agreement means the Participant is giving up, among other things, rights to sue USD and Releasees for injuries, damages or losses I or the Participant may incur. I also understand that this release binds the Participant, as well as the Participant's heirs, executors, administrators, and assigns. I further acknowledge and understand that this Agreement will absolve and release the University of San Diego and Releasees from any liability in connection with any injury or harm suffered as a result of the Participant's participation in the workshop activities. I acknowledge that I have been made aware of any and all risks of participation in the workshop activities.

I have read and understand that this Agreement is a release of legal rights and claims.

_____

Participant's Signature Date

I further state that I am the Participant's parent/guardian, and am fully competent to sign this Agreement; and that I execute this Agreement for full, adequate, and complete consideration fully intending for myself, for the Participant, and for the Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by same.

_____

Parent's/Guardian's Signature Date
(required if under 18 years of age)

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Parent's/Guardian's Name (please print) Phone number