



2017 Sports Camp at Stanford University Assumption of Risk Release of Claims, Indemnity and Hold Harmless Agreement and Photo/Video Release form

The parties to this Release are _____ (Participant), _____ (Participant's parent(s) or legal guardian, if Participant is under 18, all referred to hereafter jointly and severally as "Participant") and the Board of Trustees of the Leland Stanford Junior University its officers, trustees, faculty, agents, contractors, representatives, volunteers, students and employees (collectively referred to hereafter as "Stanford") for the 2017 _____ Camp at Stanford University ("Stanford Summer Program").

Participant is a voluntary participant in the Stanford Summer Program. Participant understands and agrees that such activities may be dangerous. Participant is apprised that Stanford will not be subject to claims or suit to be made by or on behalf of Participant or Participant's heirs, representatives or assigns as a consequence of Participant's participation in the Stanford Summer Program.

Assumption of Risk. Participant expressly understands and agrees that the Stanford Summer Program presents risks to Participant and/or her/his property. These risks can include, among others (by way of example and without limitation): disease risks; injury to the muscular, skeletal or nervous systems; injury to internal organs; scratches, bruises, contusions; loss or damage to sight, teeth or hearing; paralysis; concussions; brain damage; other serious injury and/or death. Participant is responsible for researching and evaluating the risks he/she may face and is responsible for his/her actions. Any activities that Participant may take part in, whether as a component of the Stanford Summer Program or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved.

It is Participant's intention that this assumption of all risks shall be legally binding and a complete bar to Participant, Participant's heirs, personal representatives, relatives and assigns. This assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from Participant's participation in the Stanford Summer Program, including but not limited to those risks listed above.

Participant further recognizes, understands and agrees that neither Stanford nor the Stanford Summer Program assumes responsibility for any liability related to damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Stanford Summer Program, or any liability, damage or injury caused by others, including other participants.

Adherence to Standards. Participant understands and agrees to abide by all Stanford policies, rules, and regulations and to all the Stanford Summer Program's rules and regulations.

Release of Claims. In consideration of being accepted into and/or participating in the Stanford Summer Program, Participant agrees for Participant and on behalf of Participant's heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, to release and discharge Stanford and Stanford Summer Program of and from and acknowledges that there is no responsibility on the part of Stanford for any and all claims which may arise from any cause whatsoever, including any negligent act or omission by Participant, Stanford or others.

Participant intends that both the assumption of risk and the release of claims be complete defenses to any and all actions, claims or demands that Participant, Participant's heirs or legal representatives have or may have for injuries to person or property, including death, as a result of activities for which the Participant has assumed risks and/or released claims.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold Stanford and Stanford Summer Program harmless from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary participation in or decision to participate in the Stanford Summer Program, travel to and from the Stanford Summer Program and any and all related activities, on or off of Stanford's campus. ***This Indemnification and Hold Harmless Agreement is intended to be all encompassing.***

Physical Condition and Insurance. Participant attests that she/he is physically and mentally capable of participating in, and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Stanford Summer Program. Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required. Participant agrees to be solely responsible for payment in full of all costs of medical care she/he may receive.

Severability. It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

Construction and Scope of Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any prior or contemporaneous written or oral understandings or agreements between the parties.

Photo/Video Release. I hereby authorize Stanford University to use, reproduce, and/or publish photographs, video, other digital representations, and/or audio that may pertain to Participant, including Participant's image, likeness and/or voice (collectively "Participant"). Participant hereby authorizes Stanford University to edit, alter, copy, exhibit, publish or distribute the Works for any lawful purpose. Participant waives any right to inspect or approve the finished product, including written copy, that may be created in connection therewith. Participant also agrees that by signing below, Participant releases Stanford University any and all of its representatives from any and all monetary obligations or payments to me or any of my authorized representatives for use of video, films, photographs, image, other digital representation and/or voice of Participant. Participant understands that this material may be used in various publications, public affairs releases, recruitment materials or for any other purpose consistent with the mission of Stanford University. This material may also appear on one or more Stanford University websites. This authorization is irrevocable and Participant hereby holds harmless and releases and forever discharges Stanford University and its representatives from all claims, demands, and causes of action which Participant, Participant's heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate have or may have by reason of this authorization.

Goggle Use. Participant acknowledges that there is conflicting information about benefits and risks related to the use of goggles when participating in the Program. Participant understands that Stanford takes no position on and makes no recommendation regarding the use of goggles and that Stanford neither recommends or discourages the use of goggles. Participant assumes all risks associated with the decision to use or not use goggles when participating in the Program.

Please Initial to indicate whether you are the parent or legal guardian of the minor

(_____)Parent (_____) Legal Guardian

Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms.

Participant's Name Printed

Date: _____

Signature of Custodial Parent or Legal Guardian (if Participant under 18)

Custodial Parent or Legal Guardian Name Printed

Address _____

Phone Number _____