

**PARENT'S OR GUARDIAN'S AGREEMENT OF WAIVER OF LIABILITY, INDEMNIFICATION, AND MEDICAL RELEASE/PHOTO RELEASE**

To be signed by a child's parent or guardian if the participant is under 18 years of age.

Cross through the Photo Release if you do NOT consent to the Photography Release.

**Acknowledgment and Assumption of Risk**

The undersigned parent and/or legal guardian does hereby acknowledge that he/she is aware of the dangers and the risks to the participant's person and property involved in participating in:

\_\_\_\_\_ North Dakota Science & Engineering Fair, April 2-3, 2020

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I understand that this activity involves certain risks for physical injury, including, but not limited to:

Walking in and walking or being transported to buildings on UND campus; attending departmental presentations; no high risk activities planned; activities may take place in laboratories with non-hazardous materials and all safety measures in place.

The undersigned parent and/or legal guardian and participant understand that this activity involves certain risks for physical injury to the participant. We also understand that there are potential risks of which may presently be unknown. Because of the dangers of participating in this activity, the undersigned parent and/or legal guardian and participant recognize the importance and the participant agrees to fully comply with the applicable laws, policies, rules and regulations, and any supervisor's instructions regarding participation in this activity.

The undersigned parent and/or legal guardian and participant understand that the University of North Dakota does not insure participants in the above-described activity, that any coverage would be through personal insurance, and the University of North Dakota has no responsibility or liability for injury resulting from this activity.

**The undersigned parent and/or legal guardian acknowledges that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.**

**Waiver of Liability and Indemnification:**

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned parent and/or legal guardian forever:

**a. waives, releases, and discharges the University of North Dakota** and its agencies, officers, and employees from any and all liability for the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant's estate as a direct or indirect result of participation in the activity or event; and

**b. agree to defend, indemnify, and hold harmless the University of North Dakota**, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys' fees, which in any manner result from participant's actions during this activity or event.

Consent is given for the participant to receive medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned parent and/or legal guardian, affirm that I am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to myself, the minor participant regarding any losses the participant may sustain as a result of participation in the activity. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

**Photograph Release**

I hereby grant to the University of North Dakota ("University") the perpetual right to use, reproduce, exhibit, display, broadcast, distribute and create derivative works of University-related photographic or video recorded images of me for use in connection with the ND State Science and Engineering Fair. This grant includes, without limitation, the right to publish such images in the University's student newspaper, alumni magazines, on the University's Web site, and on public relations/promotional materials, such as marketing and admissions publications. These images may appear in any of the wide variety of formats and media now available to University and that may be available in the future, including but not limited to print, video, and electronic/online media.

I understand that some photographs of enrolled students may be considered educational records under the Family Educational Rights and Privacy Act of 1974 (FERPA), and that by granting this Release I hereby give University my consent to use such educational records for the purposes set forth above.

I hereby waive any right to royalties or other compensation arising from or related to the use by University of the images, and I waive any claim of ownership over any image or copyright therein.

I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. If not 18 years of age, a parent or legal guardian must sign and state relationship to the attending student. **I have read this form and understand the terms of this release.**

If only one parent/guardian signature appears below, I warrant that I am authorized to act on behalf of the non-signing parent or guardian.

**READ BEFORE SIGNING**

Name of Minor: \_\_\_\_\_

Age of Minor: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Date \_\_\_\_\_