

Splash at Harvard College Spring 2019 18+ Waivers

ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND INDEMNIFICATION

I, _____, will participate in Splash at Harvard College (the “Program”), on April 27th 2019, which is being organized and run by Harvard Undergraduate Studies in Education (HUSE): an Independent Student Organization (ISO) of Harvard College. This document (“Agreement”) covers all aspects of my participation in the Program.

1. **Program Risks.** I understand that participation in the Program involves risks that HUSE cannot eliminate, including, among others, risk of property damage, illness, bodily injury, permanent disability, and death.
2. **Assumption of Risk.** I voluntarily take responsibility for all risks of participating in the Program.
3. **Release.** In exchange for HUSE allowing me to participate in the Program, I release HUSE from all legal and financial responsibility for any harm that I or my property might suffer as a result of my participation, even if the harm is caused by HUSE’s **negligence**.
4. **Indemnification.** I agree to indemnify and hold HUSE harmless from (that is to say, I agree to pay or reimburse HUSE for) any costs, penalties, legal fees, or judgments (“Costs”) that HUSE has to pay related to my participation in the Program, even if the Costs resulted from HUSE’s **negligence**.
5. **Governing Law and Jurisdiction.** The laws of Massachusetts shall govern and the courts of Massachusetts shall interpret this Agreement.
6. **Binding Agreement.** This Agreement shall legally bind me, and my family members, spouse, estate, heirs, administrators, or personal representatives.
7. **Severability.** If a court decides that any part of this Agreement cannot be enforced, I agree to change that part to make it enforceable. If the unenforceable part cannot legally be changed, it will be severed, but the rest of the Agreement will remain in effect.
8. **Signature.** I agree that I have read and understood this Agreement, I am competent to sign it, and I do so voluntarily and without relying on anything HUSE wrote or told me except what is written above. I understand that I am free not to sign this Agreement and to find a different program in which to participate.

Before you sign this Agreement, please read it carefully because it affects your legal rights.

Printed Name: _____

Signature: _____ Date: _____

PERMISSION TO USE IMAGES AND RECORDINGS OF YOU AND YOUR WORK

During the course of Splash at Harvard (“the Program”), we may use photographs, videos, films, or other media to record or otherwise capture your image or voice or material resulting from your activities or performances (collectively, “Images and Recordings”). As described below, this form allows Harvard University, its contractors, agents, licensees, trustees, officers, employees, trainees, students, volunteers, and HUSE: an Undergraduate Organization and Learning Unlimited to use those Images and Recordings.

In exchange for HUSE allowing you to participate in the Program, you agree to the following:

1. You grant to Harvard the permanent right to use the Images and Recordings in all types of media in connection with the Program and for other purposes that support Harvard’s not-for-profit mission. This permission includes use of the Images and Recordings in any new types of media that might be developed in the future.
2. Neither you nor anyone else acting on your behalf will have any right to approve or be paid for Harvard’s use of the Images and Recordings.
3. Neither you nor anyone else acting on your behalf will have any right to make a legal claim as a result of Harvard’s use of the Images and Recordings, and any such claim is covered by the “Assumption of Risk, Release from Liability and Indemnification” that you have signed.

Printed Name: _____

Birthdate: ____/____/____

Signature: _____

Date: _____

HEALTH RECORD

Name of Participant _____

Please provide information you find relevant below.

Medical information pertinent to routine care and emergencies:

Is the Participant taking prescription or over the counter medication(s)? Yes No

If yes, indicate names of medications

Does the Participant have allergies? Yes No Explain: _____

Does the Participant have a special diet? Yes No Explain: _____

Does the Participant have special needs? Yes No Explain: _____

Please indicate any other relevant medical information:

HEALTH INSURANCE

Harvard College does not provide health and accident insurance for Participants, and I understand that the Participant's medical expenses, property loss, or other personal expenditures that result during or from the Program, are to be borne by me and/or the Participant's health insurance provider.

Consent to Emergency Medical Treatment. The health history above is correct as far as I know, and the Participant has permission to engage in all Program activities noted by me and the examining medical practitioner. I grant Harvard and HUSE, its officers, trustees, agents, employees, students, or volunteers ("Released Parties") permission to authorize emergency medical and surgical treatment for the Participant, as they deem appropriate. I understand and agree that the Released Parties assume no responsibility for any injury or damage that might arise out of, or in connection, with such authorized emergency medical treatment.

Printed Name: _____

Signature: _____

Date: _____