



Youth In-Person Program/Camp Informed Consent, Voluntary Waiver, Release of Liability & Assumption of Risks Form

Applicable University Sponsored Program: Honor Chamber Festival

Program Dates and Times: September 25, 2022, 8:00 am – 7:30 pm.

Program Location: Stetson University's DeLand Campus

Program Activities Include: Classroom activities, masterclasses, lessons, performances, rehearsals

Risks inherent in this Activity include bodily injury or illness due to exposure to infectious diseases, including COVID-19, and: vehicle travel, foot travel, climbing stairs, exposure to outdoor elements, instruments and accessories, loud noises, equipment, a college campus environment, large groups, local traffic, actions of other participants, unfamiliar foods, and potential allergens.

I, the undersigned, state that I am the natural guardian/parent of the minor child (hereafter "Child") seeking to participate in the above referenced Stetson University, Inc. (hereafter "Stetson") Youth Program (hereafter "Program"). I wish for my Child to participate in the above referenced Program on the date(s) indicated above and, in consideration for my Child's participation, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my Child's participation in the Program there are dangers, hazards and inherent risks to which my Child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the Program may involve risks and dangers, both known and unknown, and have elected to allow my Child to take part in the Program.

I, on behalf of my Child, hereby release Stetson, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers and agents from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury to my Child or loss that my Child may suffer while training, preparing, and/or participating in the Program. This agreement is binding on my heirs and assigns.

I, on behalf of my Child, give my permission for and grant Stetson the irrevocable right to interview my child and/or record his/her participation in the Program and appearance on video tape, audio tape, film, photograph or any other media, whether now known or hereafter existing (the "Recordings"), use her/his name, likeness, and/or voice in connection with the Recordings and in keeping with Stetson policies and mission statement, use, reproduce, distribute, publicly display and/or publicly perform, either electronically or by any other media, whether now known or hereafter existing, and to allow others to do the same, my Child's name, likeness or voice, the Recordings, in whole or in part worldwide, without restrictions or limitations, in perpetuity, for any purpose related to Stetson's mission, including without limitation, promotional or educational. I agree to make no accounting, monetary or other claim against Stetson for use of my Child's name, likeness, voice, or the Recordings.

I, on behalf of my Child, furthermore release, indemnify and hold harmless Stetson from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my Child may suffer, for which my Child may be liable to any other person, that may or does arise out of my Child's participation in the Program.

This RELEASE shall be governed by and construed under the laws of Florida. I agree that any legal action or proceeding relating to this RELEASE, or arising out of any injury, death, damage or loss as a result of my Child's participation in any part of the Program, shall be brought only in Volusia County, Florida.

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.

Parent/Guardian Initials: _____

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF STETSON USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM STETSON IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND STETSON HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Parent/Legal Guardian Signature:

Date:

Parent/Legal Guardian Printed Name:

Child/Participant Name:

Child/Participant Date of Birth:

Parent/Guardian Initials: _____