



### **AUTHORIZATION FORM for:**

#### UNCONDITIONAL AND FULL GENERAL RELEASE & COVENANT "NOT TO SUE"

\* This is to be **read and signed by all participants** using Elizabeth City State University (the "University") facilities and/or participating in any program on the Elizabeth City State University sponsored program (the "Program") and their parent/guardian. <u>PLEASE READ THIS</u> <u>CAREFULLY. IT AFFECTS CERTAIN RIGHTS YOU OR YOUR CHILD MAY HAVE</u> IF YOU OR YOUR CHILD ARE INJURED OR OTHERWISE SUFFER DAMAGES <u>PARTICIPATING IN THE PROGRAM.</u>

In return for Elizabeth City State University allowing me/my child to participate in the Program and other good and valuable consideration, I agree, and state, on behalf of myself, my child, my heirs, assigns, executors and others, as follows:

- 1. This Release and Covenant "Not To Sue" contains the entire agreement between the University and myself/my child, and supersedes any previous communications and/or agreement whether verbal or written, with respect to the subject matter of this Agreement.
- 2. I am competent to read and sign this Unconditional and Full General Release and Covenant "Not To Sue."
- 3. That I/my child understand/s that I/my child am/are participating in the Program voluntarily and the Program is not required by the University. I/My child understand that participation in the Program is a privilege and that this privilege is a tangible benefit.
- 4. That I/my child am/are familiar with and will obey, any and all of the policies established by the University located at <a href="http://www.ecsu.edu/administration/legal/docs/policymanuel.pdf">http://www.ecsu.edu/administration/legal/docs/policymanuel.pdf</a>.
- 5. That I/my child understand/s and appreciate/s the inherent risks and dangers of participating in the Program (e.g., any program physical or other activities) which could result in property damage and/or personal injury (e.g., sprains, broken bones, bruises, sunburn, heat related illness, or other serious injury, etc.), including death; and I/my child agree to accept all risks whether present or future, known or unknown, arising from or as a result of my participation in the Program.
- 6. That I/my child **WILL HOLD HARMLESS AND INDEMNIFY ELIZABETH CITY STATE UNIVERSITY**, its officials, administrators, employees, all sponsors, affiliates, and individuals assisting in the Program for any liability and all claims of damages, demands, and actions whatsoever in any manner resulting from my/ my child's participation in the Program.
- 7. That I/my child agree/s to assume all costs related with my/my child's participation in the Program, including but not limited to repair/replacement costs for property damage caused by me/my child, or medical expense.
- 8. That I understand and affirm that I/my child is/are healthy and reasonably fit in order to safely participate in the Program.
- 9. That in the event that I/my child am/is rendered unable to communicate due to illness, accident, or emergency while participating in the Program, I hereby give permission to a Physician selected by the Program's personnel to hospitalize, secure proper treatment for, and to take whatever medical actions are necessary to treat me/my child.
- 10. That I/my child have read and understand this Unconditional and Full General Release and Covenant "Not To Sue."

#### **CONTINUE ON BACK**

## Medical Release

I understand that in the event that I/my child am/is rendered unable to communicate due to illness, accident, or emergency while participating in the University Fall/Spring /Summer Program or an affiliated Summer Program hosted at the University, I hereby give permission to a Physician selected by the Program's personnel to hospitalize, secure proper treatment for, and to take whatever medical actions are necessary to treat me/my child. I assume total responsibility for all costs associated with such medical treatment.

### **Emergency Contact Information:**

| NAME OF PARTICIPANT:  |
|---|
| PARENT/GUARDIAN OF PARTICIPANT:                                     |
| ADDRESS:  |
| Contact Numbers:  |
| PRIMARY (H):  |
| SECONDARY (C):  |
| NAME OF INSURANCE COMPANY:  |
| POLICY NUMBER:  |
| PLEASE LIST ANY HEALTH CONCERNS, ALLERGIES OR DIETARY RESTRICTIONS: |

# Photographic Consent, Waiver and Release

For Consideration received, I/We hereby release and discharge the University from any and all claims and demands arising out of or in connection with the use of my photograph/my child's photograph, name, likeness or voice, including without limitation any and all claims for libel or invasion of privacy. This confirms that I am of full age and have the right to contract in my own name/my child's name. This acknowledges that I have read the foregoing and fully understand the contents thereof. This release shall be binding upon me, my heirs, legal representatives, and assigns.

Participant Signature

Date

Parent/Guardian Signature

Date

Full Name (Printed)

Full Name (Printed)