

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY, PHOTO CONSENT AND RELEASE AND  
PARENT/GUARDIAN PERMISSION FOR YOUTH PARTICIPANT**

THIS IS A LEGAL DOCUMENT - READ CAREFULLY

**I. PARENT/GUARDIAN PERMISSION, ASSUMPTION OF RISK AND RELEASE OF LIABILITY:**

A. **Parent/Guardian Permission:** I hereby give my child named above permission to participate in the Monmouth University Web Developer Summer Camp.

B. **Transportation:** I understand that it is my responsibility to provide transportation for my child both to and from the University. If I am not able to pick up my child, I agree to arrange alternative transportation from my child. I understand that my child will only be released to the individuals listed in the Sign In/Sign Out Information that I provided in the Online Registration and Payment Form.

C. **Assumption of Risk and Release of Claims:** I, the undersigned, agree to assume all the risks and responsibilities surrounding my child's participation in the activities, transportation to and from the activities and in any independent activities undertaken as a participant. In consideration of my child being permitted to participate in the Monmouth University Web Developer Summer Camp for which I have indicated my permission above, on behalf of my child, myself, my family, heirs, personal representatives, I hereby voluntarily agree to release, waive, discharge, hold harmless and defend and indemnify Monmouth University, its respective trustees, officers, directors, agents, employees and volunteers from any and all liabilities, claims, actions, or demands for damages, including reasonable costs and attorney's fees, for personal injury, disability, death, property loss or damage, wrongful death, loss of services, or other loss of any kind that my child or, I on behalf of my child, may sustain as a result of my child's participation in the Monmouth University Web Developer Summer Camp, from any cause whatsoever, or for which I or my child may be liable to another person, caused by, deriving from, or associated with my child's participation in the Monmouth University Web Developer Summer Camp from any cause whatsoever, except to the extent that such loss or damage is caused solely or in part by the gross negligence or intentional acts of MU, its employees, or agents.

**II. MEDICAL EMERGENCY AUTHORIZATION AND HEALTH INFORMATION:**

I understand and agree that Monmouth University does not have medical personnel available at the location of the activities. In the case of sudden illness or an accident to my child requiring immediate treatment or surgery while he/she is a participant in this activity, I authorize Monmouth University, its employees, agents or volunteers to take such action as seems appropriate to protect the health and physical well-being of my child. I understand that all efforts will be made to contact me and any emergency contacts listed in this Agreement in case of an emergency. I understand and agree that Monmouth University, its trustees, officers, directors, employees, agents, and volunteers assume no responsibility for any injury or damage which might arise out of or in connection with such authorized medical treatment. Further, I understand that Monmouth University does not provide accident/health insurance for participants, and I assume all personal and financial responsibility for any such medical and dental care and treatment. I understand that Monmouth University is not responsible for the cost or quality of any care that my child may receive during the course of the Monmouth University Web Developer Summer Camp, or after the Monmouth University Web Developer Summer Camp for injuries sustained during the Monmouth University Web Developer Summer Camp.

**III. PHOTO CONSENT AND RELEASE:** I do hereby give Monmouth University the right to record and use in perpetuity my child's name, likeness, voice and statements/quotations in connection with my child's participation in the Monmouth University Web Developer Summer Camp. I also give Monmouth University the right to use such recordings as a resource for University and archival purposes. I understand and agree that the University shall be entitled to use my child's picture, statements, or quotations as stated above subsequent to my child's participation in the Monmouth University Web Developer Summer Camp and that my child's picture, statements or quotations may be used in print, electronic and/or digital form in a published book or otherwise. I further understand and agree that this release includes, without limitation, the right to use, reproduce, exhibit, distribute, publish and broadcast worldwide, in full or in edited version, such images and information in Monmouth University's newsletters, on the Monmouth University website, on

internet sites and in social media, including, but not limited to YouTube, Apple iTunes U, and in public relations/promotional materials such as marketing and admissions publications, advertisements, fundraising materials and any other Monmouth University-related publications for any purpose that Monmouth University and those acting pursuant to its authority deem appropriate. Such images and information may appear in any of the wide variety of formats and media now available and that may be available in the future, including but not limited to all mediums, including without limitation the following: electronic/online media (for example, websites and electronic mailings); radio; television (local, public, cable, satellite, and/or digital TV); video (DVD); print media (lyrics); and successor technologies (any other media, method, system, form or manner now or hereafter known invented or used). I understand and agree that all such recordings, in whatever medium, shall remain the property of Monmouth University. I understand and agree that my child nor I shall not be entitled to any compensation of any nature, monetary or otherwise, from Monmouth University in return for allowing this use. I release Monmouth University and those acting pursuant to their authority from liability for any violation of any personal or proprietary right I and/or my child may have in connection with such use.

**IV. COMPLIANCE WITH RULES AND POLICIES:** My child and I agree to comply with all the rules, regulations, and policies of Monmouth University and those applicable generally and those pertaining specifically to the Monmouth University Web Developer Summer Camp. I understand that if my child violates any of Monmouth University's policies and standards for conduct, the instructions and guidelines given to my child by Monmouth University, or otherwise demonstrate behavior which is detrimental to the group or program, my child may be dismissed from the program and sent home at my own expense with no refund of fees.

**V. BINDING EFFECT; CONSTRUCTION; FORUM; SEVERABILITY:** I acknowledge that this contract will bind my child, members of my family, my spouse, heirs, assigns, and personal representative. This contract will be construed under the laws of the State of New Jersey. I agree that any lawsuits filed under or incident to this agreement or to the Monmouth University Web Developer Summer Camp shall be brought in the County of Monmouth, State of New Jersey. I agree that, should any provision or aspect of this Release be found unenforceable, that all remaining provisions of this Release will remain in full force and effect.

I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, by signing this agreement, I acknowledge that all questions, which I raised with regard to this form, were fully and adequately responded to by Monmouth University personnel, including but not limited to an explanation of the meaning and possible legal effect of signing this form. **No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.**

**I certify that I have carefully read and understand this Assumption of Risk and Release Form before signing it. I represent that I am voluntarily signing this Form and that I was advised to seek private legal counsel regarding this Form. By signing this Form, I acknowledge that I am aware of the risks associated with my child's participation in the Monmouth University Web Developer Summer Camp.**

**By clicking submit order, I acknowledge and agree that I am submitting an electronic signature indicating that I have read and agree to accept all of the terms and conditions set forth in this Assumption of Risk and Release Form. I further acknowledge and agree that a facsimile copy, PDF or photocopy of my signature hereto shall be valid and shall have the full force and effect as an original.**

**I understand and agree that it is recommended that I print a copy of this Assumption of Risk and Release Form for my file. If I do not wish to submit an electronic signature, I may request that a paper copy be provided to me for my signature.**