Assumption of Risk, Release from Liability and Indemnification

My child, _____, is not yet 18-years-old and will participate in the Yale University ("Yale") Sprout, on 17 February, 24 February, and 3 March 2018 (the "Program"), which is being organized and run by Splash at Yale: an Undergraduate Organization, a registered student organization of Yale University. This document ("Agreement") covers all aspects of my child's participation in the Program. In this Agreement, "Yale" means Yale University, its trustees, officers, employees, trainees, students, volunteers, and agents and Splash at Yale: an Undergraduate Organization.

1. **Program Risks.** I understand that participation in the Program involves risks that Yale 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 Yale allowing my child to participate in the Program, I release Yale from all legal and financial responsibility for any harm that I, my child, or our property might suffer as a result of my child's participation, even if the harm is caused by Yale's **negligence**.
4. **Indemnification.** I agree to indemnify and hold Yale harmless from (that is to say, I agree to pay or reimburse Yale for) any costs, penalties, legal fees, or judgments ("Costs") that Yale has to pay related to my child's participation in the Program, even if the Costs resulted from Yale's **negligence**.
5. **Governing Law and Jurisdiction**. The laws of Connecticut shall govern and the courts of Connecticut shall interpret this Agreement.
6. **Binding Agreement**. This Agreement shall legally bind me, and my child, 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 Yale 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 for my child.

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

Printed Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____ Date: _____

Child's Name (printed):_____Child's Birthdate: ____/____/____

PERMISSION TO USE IMAGES AND RECORDINGS OF YOUR CHILD AND HIS OR HER WORK

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

In exchange for Yale allowing your child to participate in the Program, you agree to the following:
1. You grant to Yale 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 Yale'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 behalf of your child will have any right to approve or be paid for Yale's use of the Images and Recordings.

3. Neither you nor anyone else acting on behalf of your child will have any right to make a legal claim as a result of Yale'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 of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____ Date: _____

Child's Name (printed):_____Child's Birthdate: _____/_____/_____

Splash at Yale - 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
Yale University 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 Yale, 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 of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____ Date: _____