



# Cornell University

## Parental/Guardian Consent and Release Agreement Form (on campus)

I, the undersigned, parent or guardian of (Name of Child/Youth) \_\_\_\_\_, a minor under eighteen (18) years of age, expressly accept and agree to the following terms and conditions (hereinafter, collectively, the "Release Agreement") in consideration for my child's volunteer participation in the student organization Splash! at Cornell Fall 2023 program/activity/camp/event (hereafter called "Program") at Cornell University campus located in Ithaca, NY on November 11, 2023.

Consent to Participate and Assumption of Risk: I consent to my child's volunteer participation in the Program knowing the potential dangers, hazards, and risks of injury and illness that may arise and that it is not possible to specifically list every individual risk of injury and illness. ABRASIONS • BRUISES/BURNS • LACERATIONS • BROKEN BONES • HEAD/EYE INJURIES • BRAIN DAMAGE • TRAUMATIC BRAIN INJURY • PARALYSIS • BACK/NECK/SPINE INJURIES • HEART ATTACK • STROKE • BONE JOINT DISLOCATION • TORN/PULLED/STRAINED MUSCLE OR LIGAMENT • FAINTING • ALLERGIES AND REACTION AND ILLNESS DUE TO EXPOSURE TO FOOD, BEVERAGE, PLANTS, AND OTHER CONSUMED OR TOPICAL PRODUCTS • NAUSEA AND/OR VOMITING • DEATH • ETC. I hereby expressly assume all of the delineated risks and responsibilities surrounding my child's volunteer participation in the listed Program activities.

Communication with Child/Youth Should Only Take Place During the Activity/Program or Through Parents/Guardians: The program faculty, staff, students, and volunteers are instructed not to communicate with your child outside of the Program without a parent or guardian present. If I become aware of any such unauthorized communication by a Program faculty, staff, student, or volunteer, I will contact Jeffrey Perry at jap255@cornell.edu, immediately.

Release of Liability for Cornell University: I hereby for myself and on behalf of my heirs, family members, executors, administrators, assigns, personal representative, and next of kin, agree to HOLD HARMLESS, at Cornell University, their respective trustees, officers, agents, volunteers, employees, and the student organization Splash! at Cornell (collectively, "Released Parties") from any liabilities, damages, expenses, causes of action, claims, or demands of any nature whatsoever, including any claims of negligence, on account of an accident, personal injury, property damage or even death, however, caused within the scope of this Program.

Assumption of Risk, Waiver, and Release of Liability: I understand and acknowledge that COVID-19 is a global pandemic and a public health risk. I understand that the risk of becoming exposed to or infected by COVID-19 at Cornell University may arise from the actions, omissions, or negligence of myself, my child and/or others. I recognize that the University cannot limit all potential sources of COVID-19 infection. I knowingly and voluntarily assume all risks, including but not limited to, the risk of illness, death, bodily injury, disability, or exposure or infection with COVID-19, for myself, my child, and my family. I fully understand the risks, I knowingly and voluntarily waive and release Cornell University trustees, officers, agents, volunteers, employees, and students (the "Released Parties") from all present and future claims of any type, including negligence, for any harm or loss, including but not limited to, economic loss, personal injury, disease, death or property damage suffered by me, my child, or my family, as a result of my child's participation in a Cornell University Program, Camp, or Activity or as a result of my child's presence or my presence on Cornell University's campus (the "Programs"). I agree to indemnify, hold harmless, and covenant not to sue the Released Parties for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorney's fees, or other loss arising out of the student organization Program activities.



# Cornell University

**Cornell University Does Not Provide Insurance and Parents Are to Inform Cornell University of Any Special Needs:**

I understand that Cornell University does not provide any Accident or Medical Insurance with respect to this Program. I am responsible to provide any Accident or Medical Insurance, and it will be my responsibility to pay for emergency room care, doctors' services, hospitalization, and any other related costs, medical or non-medical. I further acknowledge that I will take all precautions that I deem necessary for my child's personal safety and well-being, including, but not limited to, medical precautions as needed prior to the start of this Program. Finally, I promise to inform Cornell University and the student organization Splash! at Cornell about any special needs, my child may have or any precautions the faculty, staff, students, and volunteers must take prior to the day of the program.

**Recording and Media Release (please mark one):** \_\_\_\_\_ I grant and authorize or \_\_\_\_\_ I don't grant and authorized Cornell University the right to record and use for educational fund-raising, business activity including submission of grants, and publicity about the program worldwide, and to the extent that it desires, any images (including, but not limited to: visual images, graphics, spoken word, vocal or instrumental music/sound effects) or activity in which my child (or my child's establishment/organization) have taken part on behalf of Cornell or its representatives. Recording methods and distribution media may include, but are not limited to: videotape, audiotape, motion picture film, still photographs (analog or digital) DVD, CD, or web pages. I further understand that this authorization shall extend to Cornell University's grantees, lessees, or licensees in perpetuity.

**Theft, Damage, or Loss to Child's Personal Property:** I understand that Cornell University is not responsible for any theft, damage or loss to my child's personal property while participating in the Program.

**Adherence to Standards:** I understand that my child must abide by all laws, regulations, Cornell University procedures, policies, and rules at all times during my child's participation in the program. I understand that if I permit my child, or if my child chooses to participate in any conduct, excursions, or other activities in violation of Cornell University procedures, policies, and rules prior, during or after the Program, which are not included or part of the scheduled Program, that they do so voluntarily, and that Cornell University is not responsible for my child or my child's actions.

**Potential Disputes Resolved in Tompkins County:** I agree that this Release Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. I agree that any dispute about the terms of this Release shall be presented to a court of competent jurisdiction in the State of New York with a venue in Tompkins County.

**Parental/Guardian Certification:** I certify that I have read (or had someone read to me) and understand this entire Release Agreement, and understand the potential dangers involved in participating in this Program. I am fully aware of the legal consequences of this Release Agreement, and I agree to its terms. I UNDERSTAND THAT I AM RELEASING AND WAIVING CERTAIN RIGHTS AND ASSUMING THE RISKS OF INJURY, DEATH, OR OTHER DAMAGES FROM MY CHILD'S PARTICIPATION. I represent and warrant that I am eighteen (18) years of age or older and have the legal authority to execute this Release Agreement on behalf of the listed child.

SIGNATURE: \_\_\_\_\_

PRINT NAME AND DATE: \_\_\_\_\_