

**PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY ONLINE
PROGRAMMING AT NORTH CAROLINA A&T STATE UNIVERSITY**

READ CAREFULLY BEFORE SIGNING

In consideration for my child's participation in _____ (program name), hosted by the _____ (Department), I hereby release and forever discharge North Carolina A&T State University, its agents, officers, trustees, and employees ("University") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY or otherwise, while participating in the Program, or while online or while completing assigned projects at home.

Program activities may include, but are not limited to the following:

- **In-person and group conversations**
- **Educational training**
- **Interactive learning sessions in an in-person and/or online platform**
- **Interacting with the presenters in answering questions**
- **Working in groups in break-out sessions**

IDENTIFICATION AND ACKNOWLEDGMENT OF RISK

I am fully aware of the risks and potential hazards connected with participating in the Program, including but not limited to the risk of data mining, phishing, viruses, malware, data breach of online information cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, image replication, and I hereby elect to voluntarily participate in the Program, and engage in such activity knowing that the activity may be hazardous to my child and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by my child, or any loss or damage to property owned by me, as a result of my child being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF UNIVERSITY or otherwise.

CONSENT TO LIMITED DATA COLLECTION

Yes No I hereby give permission for the University to collect information from me and my child through an online platform, for the limited purpose of Program registration

and participation. I understand that this information will not be shared with any third- party, unless otherwise required by the third-party platform provider for participation.

CONSENT TO PHOTOGRAPHY AND RECORDING

Yes No I further hereby authorize the University to photograph and video/audio record my child during the Program. I hereby grant the University the irrevocable right and permission to use video footage and/or still photos of me on the University's website and in promotional flyers, derivative works, or for any other similar purpose without compensation to me. I understand and agree that video footage and/or still photos of me may be placed on the Internet, including social media.

Yes No I understand and agree that I may be identified by name in printed, Internet or broadcast information that might accompany the photograph or video image of me. I agree that all such portraits, pictures, photographs, video and audio recordings and any reproductions thereof, and all plates, negatives, recording tape, and digital files shall remain the property of North Carolina A&T State University. I waive the right to approve the final product.

Yes No I hereby release and forever discharge North Carolina A&T State University, its agents, officers, trustees, and employees from any and all claims and demands arising out of or in connection with the use of said videos/images, including but not limited to, any claims for invasion of privacy, appropriation of likeness, or defamation.

RELEASE AND WAIVER OF LIABILITY

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY CHILD'S PARTICIPATION IN THE PROGRAM AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS THE RELEASEES. I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that may occur due to my child's participation in the Program WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Participant Release, Consent and Waiver of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Participant Release, Consent and Waiver of Liability shall be construed in accordance with the laws of the State of North Carolina.

IN SIGNING THIS PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent and I am the parent or guardian of the child participant, and I execute this Participant Consent, Release and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same. My electronic signature on this document shall carry the same force as a physical signature.

Printed Participant Name: _____

Printed Parent or Guardian Name: _____

Signature of Parent or Guardian: _____ Date: _____

Emergency Contact or Contacts (please include name, relationship, and phone number):

Please note all allergies or relevant medical information: _____

Reporting of illegal or inappropriate online behavior:

Hallie Trauger (faculty supervisor): 336-365-8556, hctrauger@ncat.edu

North Carolina A&T State University Extended Campus: 336-334-7810,
extendedcampus@ncat.edu

NC A&T Police Department: 336-334-7128 <https://www.ncat.edu/campus-life/university-police-department/index.php> or Email: upd@ncat.edu.

**LIABILITY WAIVER, ASSUMPTION OF THE RISK, PHOTO & MEDIA RELEASE,
AND INDEMNIFICATION AGREEMENT**

In consideration for North Carolina A&T State University (NC A&T) allowing my minor child to participate in the *QuarkNet International Particle Physics Masterclass* (hereinafter “Program”), I, for myself and on behalf of the minor child below listed (“Minor”), agree as follows:

I affirm and acknowledge that the Minor is participating in the Program for his/her own personal benefit. I understand that the Minor will participate in recreational and other activities as part of the Program and that such activities have inherent dangers and physical risks. I understand and acknowledge that the inherent hazards and physical risks involved in these activities are such that no amount of care, caution, instruction, or expertise can eliminate them. These dangers and risks include, but are not limited to, loss of or damage to personal property, strains, sprains, bruises, heat exhaustion, and other personal injuries, or even death, that could result from tripping, falling, contact with other individuals, and equipment failure, among other causes.

Additionally, I understand that the coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization and has become widespread, including within North Carolina. COVID-19 is very contagious and believed to be spread mainly from person-to-person contact. I understand and appreciate that there are known and potential dangers of utilizing the Program’s facilities, services, and programs. I acknowledge that the use of these facilities and services may, despite the Program’s reasonable efforts to mitigate the dangers, result in exposure to COVID-19, resulting in quarantine requirements, serious illness, disability, and/or death. The Center for Disease Control and state and local health departments review and update their respective guidance on the pandemic and its impact nearly every day.

I assume responsibility for all risks, known and unknown, involving the Minor’s participation in the aforementioned activities, and I voluntarily authorize his/her participation in reliance upon my judgment and knowledge of the Minor’s experience and capabilities.

I represent that I am the parent or legal guardian of the Minor, and I have authority to enter this Agreement. I also represent that the Minor is in proper physical and other condition to participate in the Program. I understand that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Program. If necessary, I will consult with the Minor’s physician for appropriate guidance.

I give permission to any doctor, hospital, or other medical facilities to release confidentially to the treating physician(s) for the Minor any information they may have concerning his/her medical condition and their professional contact with him/her for treatment purposes. I hereby grant my permission for diagnostic, therapeutic, and operative procedures as deemed necessary for the Minor. I further understand that treatment for any medical problems the Minor may suffer is my responsibility and will be paid by me and/or covered by my insurance. A photocopy of this permission is to be considered valid as the original.

On behalf of myself and the Minor, I hereby agree to indemnify and hold harmless NC A&T University and its trustees, officers, directors, employees, and agents (the "Released Parties") from any liability, losses, costs, damages, claims or causes of action of any kind or nature whatsoever,

and expenses, including attorneys' fees, arising from, resulting from, or relating in any way to the Minor's participation in the Program. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any liabilities which may be incurred as a result of such claim.

I understand that the Minor and I are required to be familiar with and abide by the Program's rules and regulations, including any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while s/he is participating in the Program.

I agree to allow NC A&T or its agents to photograph or record the Minor during the Program. I further agree that the Minor's image or likeness in photographs, videos, or audio may be used for educational or promotional purposes, including posting on the Internet. I agree that the use described herein may be without compensation to me or the Minor. I waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with the printed matter now or in the future. I expressly release NC State, its agents, employees, licensees and assigns from any and all claims which I or the Minor may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such recordings. **[If you do NOT agree to allow NC A&T or its agents to photograph or record the Minor during the Program, please cross out this paragraph.]**

I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, and have full capacity to enter into this Agreement and do so voluntarily.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Signature of Parent/Guardian: _____ Date: _____

Printed Name: _____ Name of Minor: _____

Name of Program the Minor is attending: _____