



Assumption of Risk, Authorization and Release Agreement - Academic Programs

Name of Participant: _____ **Age:** _____ **DOB:** _____

Name of Program: _____

The parties to this Agreement are _____ (Participant), _____ (Participant’s parents or legal guardian if Participant is under 18, all referred to hereafter jointly and severally as “Participant”) and The Trustees of the Stevens Institute of Technology (“Stevens”).

The Participant has chosen to participate in a Stevens’ program involving classes, lectures, and/or hands-on projects, experiments or other activities for Participant’s educational purposes (the “Program”). The Program may consist of both educational and recreational components, including on and off campus activities and events. Participant understands that the Program is being conducted as part of the non-profit charitable programs of Stevens and that participation by Participant is voluntary.

In consideration for accepting Participant into the Program and other good and valuable consideration receipt of which is hereby acknowledged, Participant hereby agrees as follows:

1. Assumption of Risk. Participant expressly understands and agrees that participating in the Program may expose Participant to danger and risk of injury, which may range in severity from minor injuries or property loss to long-term or catastrophic injuries, including death. Participant is responsible for evaluating the risks she/he may face and is responsible for her/his actions. Participant further recognizes, understands and agrees that Stevens assumes no responsibility for any liability, damage or injury that may be caused by Participant’s negligent or willful acts committed prior to, during or after participation in the Program, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in the Program or any other person, including but not limited to Stevens’ employees or students. Knowing the hazards, risks and dangers of the activities involved, Participant acknowledges that participation is at her/his own risk.

2. Indemnification and Hold Harmless. Participant specifically understands that she/he is personally responsible and agrees to and hereby does indemnify, defend and hold harmless Stevens, its trustees, officers, employees, agents, representatives, volunteers, students and insurers, and each of their respective successors and assigns (collectively, “Releasees”), both in their personal and official capacities, from any action, claim or demand that Participant or her/his family members, heirs, administrators, beneficiaries or representatives, or any of their respective successors or assigns, have or may have for any and all foreseen or unforeseen personal injuries, property damage or other harm arising out of or in connection with Participant’s participation in the Program and related activities, regardless or cause or fault. Participant also agrees to indemnify Stevens for any injuries, damages or

losses to others or to the premises, facility or equipment of Stevens caused by Participant. Such indemnifications shall include costs and expenses, including reasonable attorneys' fees and/or any other associated costs.

3. Physical Condition and Insurance. Participant attests that she/he is physically capable of participating in the Program including all of its activities and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Program other than those disclosed in writing to Stevens. If Participant has any health-related restrictions on her/his activities, she/he understands such restrictions and agrees to follow them while participating in the Program. Participant attests that she/he has health insurance coverage and has provided evidence of such coverage to Stevens prior to the start of the Program.

4. Consent to Treat. Participant authorizes the employees, agents or other representatives of Stevens to use their discretion to administer or authorize diagnostic or medical treatment and/or to transport or to have Participant transported to a community medical facility for treatment and Participant acknowledges that the Releasees assume no responsibility or liability for any injury or damage which might arise out of or in connection with such medical response or treatment and any such action(s) related thereto shall be subject to the indemnification and hold harmless language of paragraph 2 above. Participant further understands and agrees that any such diagnosis, treatment and/or transportation will be Participant's sole financial responsibility.

5. Compliance with Rules. Participant agrees to abide by all policies, procedures and rules of the Program and of Stevens, including any directions of Stevens' staff in connection with the Program. Participant shall not engage in inappropriate conduct including but not limited to the use of physical or verbal violence.

6. Termination of Participation. Participant understands that Stevens may, in its sole discretion, terminate Participant's participation in the Program at any time. Reasons for termination may include, but are not limited to, health or safety considerations or inappropriate conduct by Participant deemed by Stevens to be detrimental to the best interests of Stevens, the Program, Participant, or other Program participants.

7. Photo Release. Participant hereby grants to Stevens and to its agents, successors, licensees and assigns all rights throughout the universe and in perpetuity to use, record and reproduce (including without limitation by means of film, tape, still photography, print publication, aural devices and any other means now or hereafter known) Participant's participation, lecture, interview, voice, appearance, likeness, name and biographical information, in connection with the production, exhibition, distribution, performance, display, transmission, exploitation, advertising and promotion of any materials, any part or parts thereof and all ancillary and subsidiary rights thereto by and in any and all devices, systems and media now or hereafter known, including without limitation by means of books and other literary materials, feature film, television, cable, motion picture, sequels and remakes, soundtrack and other sound recordings, CD-ROM and all other print, audio, audiovisual, multimedia, computer, and electronic devices, systems, and media.

8. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey. The venue for any action arising out of this Agreement shall be the County of Hudson, State of New Jersey. The parties agree to submit to jurisdiction in Hudson County, New Jersey.

9. Construction and Scope of Agreement. The terms and provisions of this Agreement are acknowledged by the parties to be required for the reasonable protection of the other. If any of the provisions, terms, clauses, or waivers or releases of claims or rights contained in this Agreement are declared unlawful, unenforceable, or ineffective in a legal forum of competent jurisdiction, then such provisions, terms, clauses, or waivers or releases of claims or rights shall be deemed severable, such that all other provisions, terms, clauses, and waivers and releases of claims or rights contained in this Agreement shall remain valid and binding upon the parties. The language of all parts of this Agreement shall in all cases be construed according to its fair meaning, and not strictly for or against any party. This Agreement is the entire and complete agreement of the parties relating to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that she/he has read this Agreement and that she/he understands its meaning and effect, including that she/he is signing a complete release and bar to any claims as defined above.

Participant Signature: _____ **Date:** _____

Printed Name: _____

Date of Birth: _____

REQUIRED IF PARTICIPANT IS UNDER AGE 18

Parent/Guardian Signature: _____ **Date:** _____

Printed Name: _____

Telephone Number: _____

PLEASE RETURN ALL PAGES OF THE SIGNED DOCUMENT