

Albright College Summer Fashion Studio

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

I, (or on behalf of my minor child) _____ (“Participant”), hereby acknowledge that Participant has voluntarily elected to enroll in the Albright College Summer Fashion Studio (“Program”), to be held in and around Albright College, 13th and Bern Streets, Reading, Pennsylvania (hereinafter “Albright”), from July 30 through August 3. I understand that Albright may lease or use other facilities located off the college campus to accommodate the activities of the Program. **In consideration for being permitted by Albright to participate in the Program, I hereby acknowledge and agree to the following:**

ELECTIVE PARTICIPATION: I acknowledge that my participation (or my enrollment of my minor child) is elective and voluntary. As a condition of my participation, I hereby grant Albright the right to use, for promotional purposes only, any photographs of me or my child taken by Albright, its employees or agents, during my participation in the Program. I further understand and agree that Albright may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of the Program.

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with Albright’s policies and procedures that are applicable to Albright’s Program. I further agree to abide by all the rules and requirements of each activity within the Program. If my minor child is the Participant, I agree to ensure that he/she abides by all the rules and requirements of each activity and the Program. I acknowledge that Albright has the right to terminate my/my minor child’s participation in the Program if it is determined that my/my minor child’s conduct is detrimental to the best interests of the group, violates any rule of the Program, violates the law, or for any other reason in Albright’s sole discretion.

INFORMED CONSENT and ASSUMPTION OF RISK: I have been informed of and I understand the various aspects of the Program. I understand and agree that I/my minor child will engage in activities related to art and academic activities and possibly physical activities and sports, including water-sports activities, which may pose a risk of harm. I further understand and agree that the risks involved in this Program may include, but are not limited to: travel to and from Program site; injury resulting from athletic, physical or other game-like activities during the Program as a result of the activity area’s conditions; the acts of third parties or other unknown safety hazards; exposure or allergic reaction to art materials and media; diving injury; skin, eye, lung and ear irritation; injuries resulting from loss of balance and footing on aquatic surfaces; drowning, injuries due to conditions of equipment; unpredictability of weather and the water conditions; wildlife; negligent first aid operations; and other risks that may not be known to me or not reasonably foreseeable at this time and during my participation. By participating, I/my minor child could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only Albright’s actions or inactions, but also the actions, inactions, negligence or fault of others, the conditions of equipment used, facility conditions, weather conditions, negligent first aid operations and procedures. I further understand and agree that any injury, illness, property damage, disability, or death that I/my minor child may sustain by any means is my sole responsibility. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES’ INTENTIONAL OR GROSSLY NEGLIGENT ACTS,** and I assume full responsibility for my/my minor child’s participation in the Program.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE ALBRIGHT**, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I/my minor child may suffer as a result of my/my minor child's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I/my minor child sustain as a result of my own negligent acts.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I/my minor child may suffer as a result of my/my minor child's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

PERSONAL MEDICAL INSURANCE: I agree to participate and maintain during the term of the Program personal medical insurance for myself/my minor child. I further acknowledge that I am responsible for the cost of any and all medical and health services I/my minor child may require as a result of participating in the Program.

CERTIFICATION OF FITNESS TO PARTICIPATE: I understand the physical activities that are required by participation in the Program. I attest that I/my minor child am physically and mentally fit to participate in the Program and that I/my minor child do not have any medical record of history that could be aggravated by my participation in the Program.

MEDICAL CONSENT: I understand and agree that Releasees may not have medical personnel available at the location of the Program or an off-site Program event. In the event of any medical emergency, I (initial one) do____ do not____ authorize and consent to any x-ray examination, diagnostic testing (including blood tests), anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that Albright's personnel deem necessary for my/my minor child's safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Pennsylvania.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Date: _____

(Signature)

(Printed Name of Participant)

Signature of Parent/Guardian for Participants who are Minors:

I certify that I am the parent of the Participant or I am the legal guardian of Participant by Court Order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY ALBRIGHT.

Date: _____

(Signature of Parent or Guardian)

(Printed Name of Parent or Guardian)

Received by:

Date: _____

(Signature)

(Printed Name of Albright Official)