

# VIRTUAL PARTICIPATION AGREEMENT AND WAIVER FORM

#### **PROGRAM/CAMP INFORMATION**

Parents and legal guardians are responsible for carefully reviewing all program materials and for selecting programs that are appropriate for their child. Information regarding University of Michigan sponsored programming for children and teens is available at childrenoncampus.umich.edu.

Program/Camp Name:				<u>(hereafter "Program")</u>
Date(s):				
Location:				
PARTICIPANT INFORMATION				
Name of Participant:			<u>(h</u>	ereafter "Participant")
Address:	City:		State:	Zip:
Phone Number:		Date of Birth:		

# PARTICIPATION AGREEMENT AND WAIVER

I understand that my child's participation in the Program is voluntary and that as a condition of my child's participation, I agree to comply with all Program requirements including, but not limited to: (a) accurately completing all registration forms in a timely manner, (b) ensuring that my child is aware of the Program's standards of conduct; (c) and immediately notifying the Program Administrator of any concerns related to the health, safety or security of my child, other participants, or Program staff.

## 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, digital footprint, reputation loss, compliance violations, brand hijacking, 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 understand that as part of my child's participation in the Program that there are dangers, hazards and inherent risks to which my child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the Program may involve risks and dangers, both known and unknown, and I have chosen to allow my child to take part in the Program. Therefore, I, and on behalf of my child, have determined that it is reasonable to accept all risk of injury, loss of life or damage to property arising out of training, preparing, participating, and traveling to or from the Program and I do voluntarily accept and assume those risks.

## ACKNOWLEDGEMENT OF GOOD MENTAL AND PHYSICAL CONDITION

I further acknowledge that my child is in good mental and physical condition for the limited purpose of Program registration and participation. I hereby give permission for the Program to collect information from me and my child through an online platform. 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 RECORDING

I understand that during the course of my child's participation in the above-referenced activity, that the Program, and those acting with the Program's permission or authority, may capture my child's name, likeness, image, or voice in photographic, audio, video, digital or other recording forms ("Recordings"). I give my permission for the Program to use those recordings or works produced by my child (e.g., art work) for promotional, commercial, informational, and educational purposes in any and all media (including the Internet) now existing or hereafter devised, for any purpose consistent with the Program's mission. I understand that I will not have an opportunity to review or approve uses of the Recordings or Works.

I recognize that the Program, through the Board of Regents of the University of Michigan ("University"), holds the copyright in all Recordings. I understand that neither my child nor I will receive payment or any other compensation for the taking or use of any Recordings or Works created as a result of my child's participation in the Program.

I release, indemnify and hold harmless the University from and against all liability, actions, debts, claims and demands of every kind whatsoever to the taking or use of the Recordings or Works of my child.

#### RELEASE AND WAIVER OF LIABILITY

I acknowledge that University employees have undergone criminal background checks, but other participants of the event may not have undergone background check screening. As such, the University makes no assertions or assurances with respect to other participants.

This Agreement is governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions arising under this Agreement must be brought in the Michigan Court of Claims or a court with applicable subject matter jurisdiction sitting in the state of Michigan and I consent to the jurisdiction of a Michigan court with appropriate subject matter jurisdiction.

l agree that the terms and conditions of this Agreement are binding on my representatives, heirs and assigns.

Parent/Guardian Siamature:

Date: