Idaho State University ISU SUMMER MARCHING BAND CAMP

(Assumption of Risk; Waiver of Liability; Release; Indemnification; Covenant

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT FOR YOUR MINOR UNDER THE AGE OF 18, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO YOUR MINOR CHILD, OR DAMAGE TO YOUR PROPERTY, ARISING OUT OF THE EXPERIENCE CAMP, NOW OR AT ANYTIME IN THE FUTURE.

Not

Acknowledgement of Risk: I (meaning a parent/guardian of a minor participant on behalf of the minor) understand and acknowledge that participating in the Idaho State University (ISU) SUMMER MARCHING BAND CAMP (herein “CAMP”) entails both known and unanticipated risks related to participating in a three-day camp on the ISU Pocatello Campus to attend workshops centered around marching band activities which may include, but are not limited to: injury including broken bones, sprains, strains, dehydration, concussion, paralysis, allergic reactions from consumption of food and drink; and even death, as well as damage to property or third parties, or other unknown and unanticipated activities and risks. I certify that the participant (my minor child) has knowledge of the voluntarily assumed risks; is in good health; and has no physical or mental limitations that would preclude safe participation.

Release/Indemnification/Covenant Not to Sue: To the fullest extent permitted by law, and in consideration for being allowed to participate, I, on behalf of my minor child, my heirs, representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to hold harmless, release, and covenant not to sue the State of Idaho, its State Board of Education, Idaho State University, respective officers, employees, volunteers, and agents, (the Released Parties) for any negligently caused injuries or losses arising from or related to the CAMP. I further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees, or expenses arising out of losses suffered by or caused by my minor child that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

On behalf of my minor child, I hereby consent to emergency medical care, including transportation to and exchange of medical information with a medical facility. I understand that I am responsible for all medical expenses for my minor child. I grant Idaho State University the right to use, for promotional purposes, any photographs or video footage taken of my minor child during the CAMP. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of Idaho.

I am executing this document as a parent/guardian of a minor child. I represent and warrant that I have the legal right to execute this waiver on behalf of the minor and that the release, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event the representation is not accurate.

Participant Name and age of minor (printed) Date

Parent/Guardian Name (Printed) and Signature Emergency Contact Phone

ISU Summer Marching Band Camp 2018