

**ROCHESTER INSTITUTE OF TECHNOLOGY  
SUMMER PROGRAM PARTICIPATION AND RELEASE AGREEMENT  
CONCERNING MINOR CHILD**

As the parent and/or legal guardian of \_\_\_\_\_ (the "Participant"), I give permission for him/her to participate in the \_\_\_\_\_ (the "Activity") at Rochester Institute of Technology ("RIT"). As a precondition to the Participant's involvement in the Activity, I have read the following Summer Program and Release Agreement (the "Agreement") and agree to its terms.

1. Activity. Both the Participant and I understand that RIT will use reasonable commercial efforts to provide the Activity as scheduled, presented, and described in the materials provided during the registration process. However, since the Activity is dependent upon various factors, some of which are out of the control of RIT, I and the Participant agree that the Activity may be modified, canceled and/or consolidated with no or limited notice. In the event the Activity is canceled prior to its advertised start date, RIT will provide a full refund. Refunds other than those due to the cancellation of the Activity prior to its advertised start date shall be at the discretion of RIT.

2. Assumption of Risk. I understand that participation in the Activity entails inherent risks. I acknowledge that some of the Activity may be provided by independent third parties, such as transportation companies, park operators, and family entertainment providers ("Providers"). These Providers are not agents of, or represented by RIT, and RIT is not liable for the negligent or otherwise wrongful acts or omissions of these third party Providers. I have been given the chance to ask questions concerning the Activity and all such questions have been answered to my satisfaction. Having read this form, both the Participant and I am fully aware of the risks and hazards associated with the Activity, and hereby consent to the Participant's involvement in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that I and/or the Participant sustain arising from the Participant's involvement in the Activity, unless caused by the gross negligence or wilful misconduct of RIT, its officers, trustees, agents, employees or volunteers (the "Releasees").

3. Liability Release. In consideration for RIT allowing the Participant to participate in the Activity, I and the Participant agree not to sue the Releasees and release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever which I and/or the Participant may have arising out of any loss, damage, or injury, including death, that may be sustained by me and/or the Participant, or to any property belonging to me or the Participant, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.

4. Indemnification. I agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that Releasees may incur arising from the Participant's involvement in the Activity, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.

5. Warranty of Physical Fitness. Both the Participant and I warrant that the Participant is physically fit and in a condition that will allow him/her to participate fully in the Activity. We understand the Releasees have not made, nor will make, any investigation into the Participant's physical fitness or ability of the Participant to participate in the Activity, and Releasees are relying on my warranty concerning Participant's physical condition. I maintain medical insurance that covers the Participant for accidents and illnesses while participating in this Activity. I assume full responsibility for payment of medical expenses not covered by this insurance incurred as a result of the Participant's involvement in the Activity.

6. Emergency Medical Treatment. I grant the Releasees permission to authorize emergency medical treatment for the Participant, as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

7. Behavioral Expectations. I and the Participant understand that participation in the Activity requires adherence to the behavioral expectations and rules of the Activity. These expectations and rules will be conveyed to the Participant during the Activity and are subject to change. Failure to comply with these expectations and rules will result in a dismissal from the Activity. Any dismissal from the Activity as a result of my or the Participant's failure to adhere to the behavioral expectations shall not entitle me or the Participant to any refund, full or partial.

8. Talent Release. I grant to RIT the absolute and irrevocable right and unrestricted permission to use, reproduce, broadcast, telecast, publish, present and display the name, likeness, features, voice, identity, resemblance, quotations or photographs of Participant while engaged in the Activity. I agree that neither I nor the Participant is entitled to any compensation for the use of the Participant's name, likeness, features, voice, identity, resemblance, quotations or photographs whether used for illustration, promotion, art, editorial, advertising, trade, or any other purpose.

9. Loss or Damage to Property. I and the Participant acknowledge that RIT shall not be responsible for the loss, damage, or theft of my or the Participant's personal property. I and the Participant further acknowledge that we shall be held personally responsible for any damage caused to RIT property.

It is my express intent that this Agreement shall bind me, the Participant, the members of my family and spouse (if any), my estate, heirs, administrators, assigns or personal representatives. I agree that this Agreement and any claim arising from participation in the Activity shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws provision. The courts in Monroe County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both pages of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I am the parent or legal guardian of the Participant and that I sign this Release Agreement voluntarily.

---

Name of Parent or Guardian (printed)	Signature	Date
--------------------------------------	-----------	------

---

Name of Participant (printed)	Signature	Date
-------------------------------	-----------	------

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.** (rev.5/2010)