

## **Minors (Under 18yrs. old) Participant Assumption of Risk and Hold Harmless Agreement**

*Please read this entire document carefully. This document contains important information and legally binding terms.*

By signing this agreement, you give up your child's right to bring a court action to recover damages or obtain any other remedy for any injury to your child or your child's property including death, however caused, arising out of your child's participation in the hosting Department/Unit, or Organization "Event" activities now or any time in the future.

**WARNINGS:** I am aware that this Event activities have inherent risks. Among these risks is the risk of injury from participation in physical activity including but not limited to **Trauma From Physical Contact with Participants, Equipment, Or Playing Surface; Brain Damage; Traumatic Brain Injury; Paralysis; Lacerations; Head, Eye, Back, Neck, Spine Injuries; Ligament And Tendon Injuries; Slips, Trips, And Falls; Musculoskeletal Injuries Including Broken Bones, Dislocations, Sprains, And Strains; Bruises, Cuts, And Blisters To The Face, Body, And Appendages; Heart Attack; Stroke; Hypothermia; Dehydration; and Even Death.**

**AGREEMENT TO ASSUME RISKS:** By signing below, I acknowledge and agree that these are inherent risks of the Event and that I understand my child will be exposed to each of these risks and other risks of injury or death by choosing to participate in this Event activities. I acknowledge and agree that my child's participation is voluntary and that if I believe any activity is unsafe for any reason, including the degree of skill required and my child's proficiency with that skill, I will immediately discontinue my child's participation in the activity. I further acknowledge and agree that I am voluntarily assuming all the inherent risks of my child's participation.

**Assumption of Risk, Waiver, and Release of Liability:** I understand that the risk of becoming exposed to or infected by communicable diseases, including COVID-19, at Cornell University may arise from the actions, omissions, or negligence of myself, my child, and/or others. I recognize that the University cannot limit all potential sources of infection from communicable diseases occurring at on- or off-campus locations. I knowingly and voluntarily assume all risks, including but not limited to, the risk of illness, death, bodily injury, disability, or exposure or infection, for myself, my child, and my family. I fully understand the risks, I knowingly and voluntarily waive and release Cornell University trustees, officers, agents, volunteers, employees, students, and the hosting department/unit or organization (the "Released Parties") from all present and future claims of any type, including negligence, for any harm or loss, including but not limited to, economic loss, personal injury, disease, death or property damage suffered by me, my child, or my family, as a result of my child's participation in a Cornell University program or activity or as a result of my child's presence on Cornell University's campus. I agree to indemnify, hold harmless, and covenant not to sue the Released Parties for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorney's fees, or other loss arising out of the activity listed in the form below.

**WAIVER OF CLAIMS:** In consideration of the opportunity to participate in the Event/Program, which may include the use of Cornell facilities, equipment, and property, and/or travel associated with event, I hereby waive all claims against the Released Parties from any liabilities, damages, expenses, causes of action, claims, or demands of any nature whatsoever, including any claims of negligence, on account of personal injury, exposure to communicable diseases, including COVID-19, property damage, death, or accident of any kind related to my child's participation in this event, however caused, except in the event of gross negligence. I intend for this waiver to bind my family members, heirs, executors, administrators, representatives, and assigns, as well as myself.

I understand that neither Cornell University nor the hosting Department/Unit or Organization provides any accident or medical insurance and that I am required to provide to my child accident and medical insurance. I hereby agree that I am financially responsible for all such expenses. I understand that the hosting department/unit or organization does not carry radios or cell phones, and I may be far from medical facilities.

I understand that neither Cornell University nor the hosting department/unit or organization provides any private vehicle insurance and that I am required to provide my own private vehicle insurance should I elect to use my own vehicle for transportation of my child to or from the Event/Program's activities. In the event of an accident or injury in my private vehicle or any other private vehicle in which my child may ride to or from this Event/Program's activity, I agree to the same terms outlined above.

I understand that all participants are subject to Cornell University regulations including the [Student Code of Conduct](#), the hosting department/unit or organization policies, laws of the United States, and the laws of New York State. ***Non-Cornell participants are subject to all the above except for the Cornell Code of Conduct.*** In the event of a violation of these or behavior that is considered by ***the hosting Organization*** to be detrimental to my child as a participant, other participants, or the event or program, Cornell University and/or the hosting department/unit or organization shall have the right to dismiss my child from the Event/Program while retaining any applicable payment(s).

This Waiver and Release of Claims shall be governed by the laws of the State of New York, without consideration of its conflicts of laws principles, and any dispute about the terms shall be brought in a court of competent jurisdiction in the State of New York with venue in Tompkins County.

- I hereby certify that I am physically fit and able to participate in this activity.
- I certify that I am of lawful age and legally competent to sign this Waiver and Release of Claims. I understand the terms herein are contractual.

**I have read and fully understand the above warnings and agree to assume all risks, as well as the waiver/ release of claims. I represent and warrant that I am eighteen (18) years of age or older and have the legal authority to execute this Release Agreement on behalf of the listed child. I have signed this document of my own free will and agree to the terms outlined herein.**

Parent/Guardian Full name (First, Last) \* \_\_\_\_\_

My Child's Full Name \* \_\_\_\_\_

Name of Event \* \_\_\_\_\_

Parent/Guardian's Signature \* \_\_\_\_\_

Date\* \_\_\_\_\_