

PARTICIPATION AGREEMENT & RELEASE OF LIABILITY WAIVER

1. As a parent or legal guardian, I give my child permission to participate in the _____ on _____ (the "Activity" or "Activities") sponsored by Campbell University ("University"). Whether transportation will be provided by University, a third party or me, I understand and acknowledge that there are inherent risks involved in traveling by vehicle and attending an off-campus Activity. By my signature below, I understand, assume, and accept all risks associated with the Activity whether present or future, known or unknown, arising out of my child's participation in the Activity.

2. In consideration of permission to participate in the Activity and use any facility or equipment operated or provided by University, and in consideration of the voluntary nature of such participation and use, I hereby release, hold harmless, and forever discharge University, its officers, employees and agents (collectively, "Releasees"), from any and all liabilities, claims, demands, actions, and causes of actions whatsoever arising out of or related to any property damage or loss, or personal injury, including death, that may be sustained by my child, while participating in such Activity or traveling to or from the Activity site, even if such damage or injuries are caused by negligence of any Releasee or a third party. I covenant not to sue or otherwise assert any claim against any Releasee for property damage or loss, or personal injury of any kind or nature that my child may suffer during or as a result of their participation in the Activity or travel to or from the Activities. I further agree to indemnify, defend and hold harmless the Releasees from and against any and all liabilities, claims, demands, actions, and causes of action for personal injury, property damage or any other harm whatsoever asserted by any third party, whether based in contract, tort or otherwise and caused in any way by my intentional acts or negligent acts or omissions during the Activities or any travel to or from such Activities.

3. I agree that my child is participating in the Activity or using University facilities and equipment voluntarily and at their own risk and discretion. I acknowledge that participating in any physical activity, including strength, flexibility, aerobic exercise, and use of any equipment or facility presents inherent risk of injury, infection or even death, which risks I accept and assume as part of my child's voluntary participation in and/or observation of the Activity. I understand that if my child does not abide by any University policy, including, but not limited to, the University Student Code of Conduct, or fails to adhere to University staff directions, then my child may be prohibited from using University facilities or equipment or participating in University Activities, and may be required at any time to return to University's main campus at my own expense.

4. I do hereby further declare my child to be physically sound and suffering from no condition, impairment, disease, illness, or other infirmity that would prevent their participation or use of equipment or machinery. I acknowledge that my child has either been given permission by their physicians to participate, or that I, on behalf of my child, have decided my child will participate and use University facilities and equipment, if applicable, without physician approval and do hereby assume all responsibility for their participation and utilization of such facilities or equipment.

5. The University's highest priority is the safety of its students, faculty, staff, and visitors. I know that, by attending and engaging in University Activities, I may be exposed to COVID-19 and other infections. I understand COVID-19 is a highly contagious virus and it is possible to develop and contract the COVID-19 disease, even if my child follows all the safety precautions recommended by the CDC, other health regulatory agencies and government authorities, and the University Health and Safety Committee (all hereinafter "Health Agencies"). I understand my child can never be completely shielded from all risk of illness caused by COVID-19 or other infections. I agree to be an active participant in maintaining my child's health, well-being and safety, as well as the safety of others, by following the guidelines and expectations outlined by the University.

6. As more information is gathered and known, I understand that the University may modify Health Agencies' guidelines and expectations. It is my responsibility to make every effort to keep myself apprised of these changes to protect my child and the community. By signing this waiver, I 1) acknowledge that I have read and understood relevant community expectations and policies, including, but not limited to those published or referenced at: (<https://www.campbell.edu/coronavirus/campbell-ready/community-expectations-policies/> and 2) acknowledge and represent that **I have read this document in its entirety, understand it, and sign it voluntarily.**

7. This agreement is binding on me, my heirs, my assigns, and personal representatives.

Participant's Printed Name: _____

Parent or Guardian Signature and Date: _____

Parent or Guardian Printed Name: _____

(IF PARTICIPANT IS UNDER 18)

Program Administrator Signature and Date: _____