

KENT STATE UNIVERSITY
Dance@Kent
CONSENT, WAIVER AND RELEASE AGREEMENT

Participant Name:

Age _____

Print Full Name

Date _____

I, the undersigned, hereby expressly and affirmatively state that I wish to voluntarily participate in the Kent State University ("KSU")'s Event (Dance@Kent Day) on February 19, 2020. I further understand and agree to the following:

- That my participation in the Event is completely voluntary and not required;
- That I will assume all known and unknown risks associated with watching and/or participating in program activities, including, but not limited to accidents, illness, bodily injury, property loss and death, and that this assumption is acknowledged, approved, and agreed to as indicated by the signature below;
- That I understand that I am going to participate in an activity that will include strenuous physical activity that may include, but are not limited to: stretching, walking, running and other forms of exercise and may involve physical contact with others;
- That I have been advised to discuss any known and unknown health risks with my primary care physician prior to my enrollment and/or participation in such a program;
- That I am physically able to participate in the Event designated above and that I know of no physical impairments which would in any manner limit my participation in such a program;
- That I give KSU the right to use my photograph and/or video/audio image in any media for the purposes of advertising, trade, display or other use, either in print or electronic form.

In consideration for participation in the above activity, I, for myself, my executors, administrators, and assigns, do hereby release and forever discharge KSU, and its Board of Trustees, its respective entities, administrators, faculty members, employees, agents, physicians, and students from any claims that I might have myself with regard to damages, demands, or any actions whatsoever, including those based on negligence or failure to supervise, in any manner arising my participation in this activity.

I also hereby agree to save, hold harmless, and indemnify KSU its Board of Trustees, and/or its respective entities, administrators, faculty members, employees, agents, physicians, and students against any and all claims, including claims of negligence or failure to supervise, which I might bring against them as a result of my participation in the above activity.

I understand and recognize that this Consent, Waiver and Release means that I am giving up, among other things, rights to sue KSU and its Board of Trustees, its respective entities, administrators, faculty members, employees, agents, physicians or students for injuries, damages or losses that I may incur even if due to the negligence of Kent State University. I also understand that I have the right to consult with my own legal counsel to discuss this Agreement prior to participating in the activity. And I further acknowledge that I am signing the agreement freely and voluntarily.

I have read the above terms of this Agreement/Release, and I understand and voluntarily agree to the terms and conditions and that I am giving up substantial rights including my right to sue. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I acknowledge that I am signing the agreement freely and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

X _____
Participant Signature – Read above and sign here (Date)

As a parent/guardian on behalf of the above-named minor, I have read the above terms of this Agreement, and I understand and agree to the terms and conditions stated herein. This Agreement/Release shall be binding upon the heirs, administrators, executors, and assigns of the undersigned. I further agree to indemnify Kent State University, its agents, officers and employees against any action brought against KSU by the above-named Participant, including but not limited to an action brought by him or her upon reaching the age of majority. I warrant that I am authorized to execute this Agreement and Release on behalf of the above-named minor.

Parent/Guardian Signature (Date)

EMERGENCY MEDICAL INFORMATION

NAME

Parent/Guardian

PHONE (Home) _____ **(Work)** _____ **(Cell)** _____

ALTERNATE EMERGENCY CONTACT

(Work) _____ **(Cell)** _____