

Marist Splash

A Learning Unlimited Program at Marist College

Saturday, March 28, 2020

PARENTAL CONSENT and HOLD HARMLESS

I hereby give permission for my child to participate in the Marist Splash program. I have reviewed the program details and itinerary and allow my child's full participation in all program activities.

1. I agree, on behalf of myself, my child, my heirs, my assigns, executors, and representatives, to defend, indemnify and hold harmless Marist College, and its trustees, officers, agents and employees; and Marist Splash, from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to my child's participation in this program including any act or omission of any third party (Rescue Squad, Hospital, etc.).

2. I am not aware of any medical conditions which would interfere with my child's participation in the activities of this program. I understand that neither Marist College nor Marist Splash provides any Accident or Medical Insurance for this program and that I am required to provide this for my child. I agree that I am financially responsible for all such expenses whatsoever and where ever incurred.

3. I understand that all program participants are subject to current Marist College and Marist Splash policies and standards of conduct which may change from time to time at the discretion of Marist College. In the event of violation of any of these, or behavior which is considered by Marist College or Marist Splash providing this program to be detrimental to the College, students, or other participants, Marist College and/or Marist Splash will have the right to dismiss my child from the program.

4. Based on the description of activities provided online at marist.learningu.org and throughout registration, I have been informed about the dangers and risks inherent in my child's participation in this program and agree to have him/her exercise

caution when participating in the program. I further agree to have him/her immediately cease any activity that is perceived to be unsafe and to have him/her inform program staff of any safety concern. I also acknowledge that not every risk can be foreseen, and that this does not in any way limit the enforceability of this document.

5. I understand that program participants may be recorded on digital or film photography, videotape, audiotape, or any other medium. I agree that the program sponsor may use such images or sounds of my child for any lawful purpose, including but not limited publicity, illustration, advertising, and Web content. I waive any right to inspect or approve the copy and/or finished products that may be used in connection with this program.

6. This document shall be governed by and construed under the laws of the State of New York. Any action or proceeding brought by any party to construe or enforce this document, or for damages for breach hereof, shall be brought in a court of competent jurisdiction located within the State of New York.

7. I state that I am of lawful age and legally competent to sign this Agreement, that the terms herein are contractual, and that I have signed this document as my own free act. I understand that as an adult, I am responsible for my child's conduct and safety. I have read and understand the terms of this Agreement and agree to all of its terms and conditions.

In witness whereof, this instrument is duly executed this _____ day of _____, 2020

_____, _____
Parent or Legal Guardian Name (Print) Signature of Parent or Legal Guardian

_____, _____
Mailing Address Phone Contact Number(s)