



Stanford Educational Studies Program Splash! Fall 2011 Liability Release and Waiver – Page 1 of 2

The parties to this Release are

\_\_\_\_\_ (Participant),
\_\_\_\_\_ (Participant's
parents or legal guardian, if Participant is under 18, all
referred to hereafter jointly and severally as
Participant) and the Educational Studies Program's
Splash! Fall 2011 (Activity) during the 2011-2012
academic year.

Participant is a voluntary participant in this Activity.
Participant understands and agrees that such activities
may be dangerous and that the Program cannot
guarantee the safety of Participant. Participant further
understands that because participation is voluntary,
any failure to participate in this program will have no
negative impact, including academic, on Participant.

Assumption of Risk. Participant expressly
understands and agrees the Activity presents risks to
Participant and her/his property. These risks can
include, among others: unfamiliar or different terrain,
climate, food and drink, laws, safety practices and
regulations, communications, criminal and law
enforcement activities, disability access, driving
practices, disease risks, health care, injury to the head,
neck or spine, injury to the muscular or skeletal
systems, injury to internal organs, scratches, bruises,
sprains, contusions, falls, fallen upon, loss or
damage to sight, teeth or hearing, paralysis,
concussions, brain damage, long/short-term disability,
loss of income/career opportunities, serious injury
and/or death. Participant is responsible for researching
and evaluating the risks she/he may face and is
responsible for her/his actions. Any activities that
Participant may take part in, whether as a component
of the Program or separate from it, will be considered
to have been undertaken with Participant's approval
and understanding of any and all risks involved. This
includes, but is not limited to, risks associated with the
consumption of alcoholic beverages and/or drugs,
property loss, injury to person or property, or death
arising out of traffic accidents, assault, and theft or
other activities.

Participant further recognizes, understands and agrees
that the Activity assumes no responsibility for any
liability, damage or injury that may be caused by
Participant's negligence or willful acts committed
prior to, during or after participation in the Activity, or
for any liability, damage or injury caused by others,
including other participants.

Adherence to Standards and Hold Harmless.

Participant understands and agrees to abide by all
policies, rules, and regulations of the Activity.
Participant specifically understands that she/he is
personally responsible and holds harmless the Activity
and the Board of Trustees of the Leland Stanford
Junior University, their officers, trustees, faculty,
agents, representatives volunteers, Participants and
employees (hereafter Released Parties) from any
action, claim, or demand that his/her heirs or legal
representatives, have or may have for any and all
personal injuries he/she may suffer or sustain,
regardless of cause or fault as a result of his/her
voluntary decision to participate in the Activity or
related activities, on or off campus.

Termination of Participation. Participant shall not
engage in inappropriate conduct. Participant
understands that, in its sole discretion the Activity or
its representative may terminate Participant's
participation in the Activity at any time, including
during the Activity. Reasons for termination may
include, but are not limited to: inappropriate conduct
or other behavior by Participant deemed detrimental to
the best interests of the Activity; emergencies; or
health or safety considerations. Such termination shall
not diminish or otherwise alter Participant's obligation
to make any payment required for the Activity, nor
shall the Activity be required to make any refund.

Release of Claims. In consideration of being accepted
into the Activity, Participant, his/her heirs, executors,
administrators, employers, agents, representatives,
insurers, and attorneys, hereby release and discharge
the Released Parties from any and all claims which
may arise from any cause whatsoever, including any
negligent act or omission by the Released Parties.
Participant further releases and discharges the
Released Parties from liability for any accident,
illness, injury, loss or damage to personal property, or
any other consequences arising or resulting directly or
indirectly from Participant's participation in the
Activity. The Participant acknowledges and agrees that
the Released Parties assume no responsibility for any
liability, damage, or injury that may be caused by
Participant's negligent or intentional acts or omissions
committed prior to, during, or after participation in the
Activity, or for any liability, damage, or injury caused
by the intentional or negligent acts or omissions of
others, including participants.



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Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless the Released Parties from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, caused by any act or omission of Participant resulting from direct/indirect Activity participation.

Physical Condition and Insurance. Participant attests that she/he is physically capable of participating and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Activity. Participant gives permission for the Program to provide immediate and reasonable emergency care should it be required.

Participant attests that she/he will have health insurance equal to or greater than that offered by the Stanford Cardinal Care (Participant health insurance) plan. Participant agrees to be solely responsible for payment in full of all costs of medical care she/he may receive.

Activities Outside Activity. Should Participant choose to remain at the Activity location or elsewhere either before or after participation in the Activity, the Activity will cease to act as a sponsor for Participant. Should Participant drop out of the Activity voluntarily or involuntarily, the Activity will cease to act as sponsor for Participant thereafter. In either of the foregoing Activities, this release shall remain in full force and effect.

Activity Modification and Cancellation. The Activity reserves the right to cancel or modify the Activity before or during its operation due to circumstances including emergencies, low enrollment, unavailability of one or more facilities or personnel, or other reasons.

Severability. It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

Governing Law and Venue. This release shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any

action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

Construction and Scope of Agreement. The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

Photo Release. Participant hereby consents that all photographs and/or videotapes taken of Participant and/or recordings made of Participant's voice during the Activity by the Program or its designees, may be used by the Program, and/or others with the Program's consent, for the purpose of illustration and publication in any manner.

Dates and Times. This release refers solely to the Splash! Fall 2011 event held on Stanford's campus on October 29th and 30th, 2011, and any registration, logistical, and other activities thereto related.

Participant acknowledges that she/he has read this release and that she/he understands its meaning and effect.

Date:

Participant Signature:

Printed:

Date:

Signature of Parent or Legal Guardian (if Participant under 18):

Printed: