

Stanford Educational Studies Program Splash Spring 2018 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 Spring 2018 (Activity) during the 2017-2018 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, strains, 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.

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



Stanford Educational Studies Program Splash Spring 2018
Liability Release and Waiver – Page 2 of 2

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 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.

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.

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.

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.

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.

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 Spring 2018 event held on Stanford's campus on May 5th and 6th, 2018, 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:
