

**MONMOUTH UNIVERSITY CAMP**

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY, PHOTO CONSENT AND  
RELEASE, PARENT/GUARDIAN PERMISSION FOR YOUTH PARTICIPANT AND  
PARTICIPANT'S ACKNOWLEDGEMENT AND CONSENT**

**THIS IS A LEGAL DOCUMENT – READ CAREFULLY**

**A. PARENT/GUARDIAN PERMISSION:** I hereby give my child named below permission to participate in the Monmouth University Camp. I understand and agree that I am solely responsible to provide transportation to and from the camp each day.

**B. RISK OF ACTIVITIES:** I understand and agree I understand agree that there exist foreseen and unforeseen risks of harm associated with participating in the Monmouth University Camp which may give rise to bodily injury and/or property damage. These risks include, but are not limited to, those hazards associated with strenuous activity, exposure to heat or cold weather, exhaustion, dehydration, broken bones, concussion, torn appendages, dislocations, bruises, cuts, and any other injuries that may result in physical contact with others. I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this Assumption of Risk and Release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control of the activities, or the failure to warn of existing dangerous conditions not known to or reasonably discovered by Monmouth University, except to the extent that such loss or liability arises out of the gross negligence or intentional acts of Monmouth University. I understand and agree that it is strongly recommended that I consult with a physician before my child participates in the Monmouth University Camp to determine any potential hazards that may adversely affect my child's participation. I am aware of no impairment that would interfere with my child's participation in the activities. I have consulted with a medical doctor with regard to my child's personal medical needs. There are no health-related reasons or problems that prevent or restrict my child's participation in this camp. I knowingly and voluntarily assume full responsibility for these risks arising out of or related to my child's participation in the Monmouth University Camp.

**C. ASSUMPTION OF RISK AND RELEASE OF CLAIMS:** Knowing the risks described above, I, the undersigned, agree to assume all the risks and responsibilities surrounding my child's participation in the activities, transportation to and from the activities and in any independent activities undertaken as a participant. In consideration of my child being permitted to participate in the Monmouth University Camp for which I have indicated my permission above, on behalf of my child, myself, my family, heirs, personal representatives, I hereby voluntarily agree to release, waive, discharge, hold harmless and defend and indemnify Monmouth University, its respective trustees, officers, directors, agents, employees, students and volunteers from any and all liabilities, claims, actions, or demands for damages, including reasonable costs and attorney's fees, for personal injury, disability, death, property loss or damage, wrongful death, loss of services, or other loss of any kind that my child or, I on behalf of my child, may sustain as a result of my child's participation in the Monmouth University Camp, from any cause whatsoever, or for which I or my child may be liable to another person, caused by, deriving from, or associated with my child's participation in the Monmouth University Camp from any cause whatsoever, except to the extent that such loss or damage is caused solely or in part by the gross negligence or intentional acts of MU, its employees, or agents, I understand that Monmouth University does not require my child to participate in this summer camp, but I want my child to do so, despite the possible dangers and risks and despite this Release.

**D. MEDICAL EMERGENCY AUTHORIZATION AND HEALTH INFORMATION:** I understand and agree that Monmouth University does not have medical personnel available at the location of the activities. In the case of injury or illness or an accident to my child requiring immediate treatment or surgery while they are a participant in this activity, I fully authorize Monmouth University, through any of its representatives, to consent to whatever action they feel is warranted under the circumstances regarding my child's health and safety, including medical treatment, all at my own expense. This authority extends to any physician(s) and/or surgeon(s) selected by Monmouth University to perform medical and/or surgical procedures including examinations and tests necessary to preserve the health and physical well-being of my child. I understand that all efforts will be made to contact me and any emergency contacts listed in this Agreement in case of an emergency. I understand and agree that Monmouth University, its trustees, officers, directors, employees, agents, students and volunteers assume no responsibility for any injury or damage which might arise out of or in connection with such authorized medical treatment. Further, I understand that Monmouth University does not provide accident/health insurance for participants, and I assume all personal and financial responsibility for any such medical and dental care and treatment. I understand that Monmouth University is not responsible for the cost or quality of any care that my child may receive during the course of the Monmouth University Camp, or after the Monmouth University Camp for injuries sustained during the Monmouth University Camp. I further agree to hold harmless and indemnify Monmouth University, its trustees, officers, directors, employees, agents, students and volunteers for any and all actions taken by MU to provide necessary emergency medical care to my child during the camp.

**E. PHOTO CONSENT AND RELEASE:** I do hereby give Monmouth University the absolute and irrevocable right to record and use in perpetuity my child's name, likeness, voice and statements/quotations in connection with my child's participation in the Monmouth University Camp. I also give Monmouth University the absolute and irrevocable right to use such recordings as a resource for University and archival purposes. I understand and agree that the University shall be entitled to use my child's picture, statements, or quotations as stated above subsequent to my child's participation in the Monmouth University Camp and that my child's picture, statements or quotations may be used in print, electronic and/or digital form in a published book or otherwise. I understand that neither the copy nor edited picture, statements, recordings, or quotations will be submitted to me for inspection or approval prior to publication. I further understand and agree that this release includes, without limitation, the absolute and irrevocable right to use, reproduce, exhibit, distribute, publish and broadcast worldwide, in full or in edited version, such images and information in Monmouth University's newsletters, on the Monmouth University website, on internet sites and in social media, including, but not limited to YouTube, Apple iTunes U, and in public relations/promotional materials such as marketing and admissions publications, advertisements, fundraising materials and any other Monmouth University-related publications for any purpose that Monmouth University and those acting pursuant to its authority deem appropriate. Such images and information may appear in any of the wide variety of formats and media now available and that may be available in the future, including but not limited to all mediums, including without limitation the following: electronic/online media (for example, websites and electronic mailings); radio; television (local, public, cable, satellite, and/or digital TV); video (DVD); print media (lyrics); and successor technologies (any other media, method, system, form or manner now or hereafter known invented or used). I understand and agree that all such recordings, in whatever medium, shall remain the property of Monmouth University. I understand and agree that my child nor I shall not be entitled to any

compensation of any nature, monetary or otherwise, from Monmouth University in return for allowing this use. I release Monmouth University and those acting pursuant to their authority from liability for any violation of any personal or proprietary right I and/or my child may have in connection with such use.

**F. COMPLIANCE WITH RULES AND POLICIES:** My child and I agree to comply with all the rules, regulations, and policies of Monmouth University and those applicable generally and those pertaining specifically to the Monmouth University Camp. I understand that if my child violates any of Monmouth University's policies and standards for conduct, the instructions and guidelines given to my child by Monmouth University, or otherwise demonstrate behavior which is detrimental to the group or program, my child may be dismissed from the program and sent home at my own expense with no refund of fees.

**G. BINDING EFFECT; CONSTRUCTION; FORUM; SEVERABILITY:** I acknowledge that this contract will bind my child, members of my family, my spouse, heirs, assigns, and personal representative. This contract will be construed under the laws of the State of New Jersey. I agree that any lawsuits filed under or incident to this agreement or to the Monmouth University Camp shall be brought in the County of Monmouth, State of New Jersey. I agree that, should any provision or aspect of this Release be found unenforceable, that all remaining provisions of this Release will remain in full force and effect.

I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, by signing this agreement, I acknowledge that all questions, which I raised with regard to this form, were fully and adequately responded to by Monmouth University personnel, including but not limited to an explanation of the meaning and possible legal effect of signing this form. **No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.**

I certify that I have carefully read and understand this Assumption of Risk and Release Form before signing it. I represent that I am voluntarily signing this Form and that I was advised to seek private legal counsel regarding this Form. By signing this Form, I acknowledge that I am aware of the risks associated with my child's participation in the Monmouth University Camp.

I further certify that my child is physically fit and able to participate fully in the above indicated Monmouth University Camp. I further certify that to the best of my knowledge, the medical information is complete and correct and the insurance information provided is current as provided in the Parent/Guardian Medical and Insurance Information for Youth Participant.

By clicking Submit, I acknowledge and agree that I am submitting an electronic signature indicating that I have read and agree to accept all of the terms and conditions set forth in this Assumption of Risk and Release Form. I further acknowledge and agree that a facsimile copy, PDF or photocopy of my signature hereto shall be valid and shall have the full force and effect as an original.

By clicking Submit, you agree that you have read the Assumption of Risk and Release of Liability, Photo Consent and Release, Parent/Guardian Permission for Youth Participant and Participant's Acknowledgement and Consent ("Agreement"), and you agree and understand the terms and conditions. By clicking Submit, you are permitting your child to participate in the Camp and are signing the Agreement and agree to be bound by the Agreement. You should retain a copy of the

Agreement and print or make an electronic copy. If you do not have access to a printer, please contact dfrith@monmouth.edu prior to submitting your order, and a hard copy will be provided for you.

\_\_\_\_\_  
Name of Parent or Guardian (please print)

\_\_\_\_\_  
Signature of Parent or Guardian

Date: \_\_\_\_\_

**PARTICIPANT ACKNOWLEDGMENT AND CONSENT:**

I have read and reviewed the above Assumption of Risk and Release of Liability, Photo Consent and Release, Parent/Guardian Permission for Youth Participant and Participant’s Acknowledgement and Consent (“Agreement”) with my parent/guardian. I understand, acknowledge, and voluntarily agree to the risks and terms and conditions of the Agreement.

By clicking submit, I acknowledge and agree that I am submitting an electronic signature indicating that I have read and agree to accept all of the terms and conditions set forth in this Agreement. I further acknowledge and agree that a facsimile copy, PDF or photocopy of my signature hereto shall be valid and shall have the full force and effect as an original.

\_\_\_\_\_  
Name Participant (please print)

\_\_\_\_\_  
Signature of Participant

Date: \_\_\_\_\_