

COLLEGE OF CHARLESTON
LIABILITY RELEASE AND WAIVER, FILMING/AUDIO/PHOTO AUTHORIZATION,
AND EMERGENCY MEDICAL AUTHORIZATION

1. I, the undersigned individual, am at least 18 years of age or I am providing binding consent and release through my parent or legal guardian as referenced below. I desire to participate in the following opportunity: Marlene & Nathan Addlestone/ Avery Center Visit 2019 (hereinafter collectively referred to as the "Activity"). This Activity is hosted by Marlene & Nathan Addlestone Library/ Avery Center ["host of Activity"], and may occur at various locations that are not owned or controlled by the College including, but not limited to, the following [location(s)] None.

2. I fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from the Activity, and in any other effort associated with, or that I may undertake supplemental to, any such Activity. These dangers, hazards, and risks can result in injury and impairment to my body, general health, and well-being, and could include serious injuries, illnesses, or medical conditions.

3. Knowing the dangers, hazards, and risks of such endeavors, and in consideration of being permitted to participate in the Activity, on behalf of myself, my child, my family, spouse, heirs, and personal representative(s) (the "Releasors"), I agree to assume all the risks and responsibilities surrounding my participation in the Activity, the transportation to and from an Activity, and in any other effort associated with, or that I may undertake supplemental to, any such Activity. On behalf of myself and the Releasors, I hereby covenant not to sue the host of the Activity, the College of Charleston, or its trustees, officers, representatives, agents, and employees ("Releasees"), and I hereby release, waive, and forever discharge the Releasees from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me or a Releasor, arising out of, or related to the Activity, whether caused by the negligence or carelessness of the Releasees or otherwise. I further agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage, or cost, including court costs and attorneys' fees, which may arise due to my participation in the Activity. I understand that the College is not responsible for any injury or damage to the Student's personal property or the property of others while in the possession of the Student during the term of this contract. It is my expressed intent that this **Liability Release and Waiver** shall bind me, my child, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a legally binding, full release, waiver, discharge and covenant not to sue the Releasees.

4. I understand, agree, and hereby grant Releasees permission to authorize emergency medical treatment for me, or my child, if necessary, and that such action by Releasees shall be subject to the terms of this **Liability Release and Waiver**. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

5. I hereby authorize College and those acting pursuant to its authority to: (a) Record the Student's Likeness and voice on a video, audio, photographic, digital, electronic or any other medium and (b) Use, reproduce, exhibit or distribute any medium (eg. Print publications, video tapes, CD-ROM, internet/WWW) these recordings for any purpose that the College deems appropriate, including promotional or advertising efforts.

6. There are no health-related conditions, reasons, or problems that preclude or restrict my/my child's participation in the Activity. I recognize that neither the host of the Activity nor the College of Charleston ("College") is obligated to provide for any of my/my child's medical or medication needs nor insurance and that I/my child assume all risk and responsibility for those needs.

7. I/my child agrees to abide by any instruction and guidance which may be given by any designated host of the Activity or any College of Charleston representative at all times while I/my child is on the Property. I understand that the Student must abide by College policies, guidelines and rules and is subject to discipline up to and including dismissal for violation of these policies.

8. I as the parent of legal guardian of the Student agree and acknowledge that before medical service can be performed for a person under 18 years of age, permission of the parent or legal guardian must be secured. In the event of a serious illness or an accident involving your Student every reasonable effort will be made under the circumstances to contact you before seeking or providing medical services. In the event that delay in medical treatment may be detrimental to the health of the Student, however your authorization is required before the College may seek medical consultation and treatment from either a College or local physician or a local hospital or urgent care facility. You may give that authorization to the College by signing this form.

I am the parent/ legal guardian of the Student. I hereby authorize the College of Charleston, acting through its Program Director or other College representative of legal age, to secure for my Student any necessary emergency medical treatment

COLLEGE OF CHARLESTON

that the College may reasonably consider necessary under the circumstances. The College, however is not obligated to take action and may await my direction before seeking medical intervention for my Student, as the College may believe appropriate under the circumstances.

I agree and acknowledge that in all circumstances when such treatment is provided, I shall be solely responsible for the cost of my Student’s treatment and care and I agree to reimburse the College for any expense that it may incur on account of my Student’s injury or illness, including, but not limited to, treatment, transportation or stay in a medical facility. I understand and agree that the college assumes no responsibility for any injury or damage which may arise out of or in connection with the provision of medical treatment authorized under this release and all of the related decisions and judgements of the College.

9. It is my expressed intent that this Agreement shall bind me, the members of my family and spouse, if I am alive, and my estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed a legally binding release, waiver, discharge and covenant not to sue the Releases.

10. I further agree that this Agreement shall be construed in accordance with the laws of the State of South Carolina. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

THIS IS A LEGAL AGREEMENT AND INCLUDES A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING. (I AM 18 YEARS OF AGE OR OLDER, AND HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND WAIVER.)

Signature: _____ Date: _____

Print Name: _____

Student/Childs Name: _____

<p>This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and sign this release, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the College, its employees, agents, and assigns, from any and all liabilities incident to my minor child’s involvement or participation in these activities and programs as provided above.</p>		
_____	_____	_____
(Print Parent/Guardian Name)	(Parent/Guardian Signature)	Date

Optional: Insurance/ Emergency Contact Information:

Name of Insurance Group: _____

Policy No: _____

Parent /Guardian/Emergency Contact 1
Name _____
Signature _____
Phone Number _____
Alternate Phone Number _____

Parent/Guardian/Emergency Contact 2
Name _____
Signature _____
Phone Number _____
Alternate Phone Number _____