

# AIM-HIGHER CAMP

## PARTICIPATION RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

\*\*\*READ BEFORE SIGNING\*\*\*

Participant Name: \_\_\_\_\_

In consideration of being allowed to participate on June 16-22, 2019, in the **AIM-HIGH CAMP (Achieve in Medicine)** operated by Nova Southeastern University's Dr. Kiran C. Patel College of Osteopathic Medicine (the "Camp"), we, the undersigned, acknowledge, appreciate, and agree that:

1. For purposes of this Agreement, the term "I" shall mean me as parent or guardian, and the term "Child" shall mean my son, daughter or ward.
2. There are inherent risks of injury to my Child from participating in the "Camp" such as, accidents or injuries of all kinds; irritation/allergic responses, scratches, cuts, punctures, and burns to the skin; and bruises, sprains, and muscle strains from a fall.
3. My Child is participating in the "Camp" on a voluntary basis and has not been induced to doing so by Nova Southeastern University, Inc. ("NSU") or any of the "Releases" (as hereinafter defined), or any other person.
4. I **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF NSU OR THE OTHER RELEASEES** (as defined below) or others, and assume full responsibility for my Child's participation in the Camp.
5. I willingly agree to comply with, and shall ensure that my Child complies with, the terms and conditions for participation in the Camp provided or otherwise made available.
6. By my Child's participating in the "Camp", I consent to the use of any photographs, pictures, films or videotapes taken during the Camp of or including my Child or that I or my Child provided for publicity, promotion, television, website or any use by NSU, and expressly waive any right of privacy, confidentiality, compensation, copyright or other ownership right connected to same.
7. I and on behalf of my heirs, assigns, personal representatives and legal representatives, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS NSU** and its officers, trustees, agents, and employees ("RELEASEES"), from any and all claims, actions, demands, damages, losses, liability, cost and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to any **INJURY, DISABILITY, DEATH, OR ACCIDENT OF ANY KIND** that my Child may suffer, or to any loss or damage to property, **WHETHER ARISING FROM THE NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE**, to the maximum extent permitted by law.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida, and agree that venue shall lie exclusively in Broward County, Florida.

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then all remaining provisions shall be valid and enforceable to the maximum extent permitted by law.

**WE HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS. WE UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT. WE UNDERSTAND THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT APPLIES TO ANY AND ALL ACTIVITIES IN CONNECTION WITH PARTICIPATION IN THE AIM-HIGH CAMP.**

X \_\_\_\_\_  
Parent/Guardian Signature Date Emergency Phone Number

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

X \_\_\_\_\_  
Participant's Signature Age Date

Print Name: \_\_\_\_\_