

NC STATE

College of Education
Friday Institute
for Educational Innovation



**PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY
ONLINE PROGRAMMING**

In consideration for NC State allowing my minor child to participate in 2020-21 Saturday Academy hosted by NC-MSEN Pre-College Program (hereinafter "Program"), I, for myself and on behalf of the minor child below listed ("Minor"), agree as follows:

I affirm and acknowledge that the Minor is participating in the Program for his/her own personal benefit. I understand that the Minor will participate in online programming and activities, and that participation in these activities carries certain inherent risks, including but not limited to the risk of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, and image replication. I voluntarily assume responsibility for all risks, known and unknown, involving the Minor's participation in the aforementioned activities, and I voluntarily authorize his/her participation in reliance upon my own judgment and knowledge of the Minor's experience and capabilities.

On behalf of myself and the Minor, I hereby agree to indemnify and hold harmless NC State University and its trustees, officers, directors, employees and agents (the "Released Parties") from any liability, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys' fees, arising from, resulting from, or relating in any way to the Minor's participation in the Program. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any liabilities which may be incurred as a result of such claim.

I understand that the Minor and I are required to be familiar with and abide by the Program's rules and regulations, including any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while s/he is participating in the Program and I understand that although the Program may engage with my child during online programming, the Program is not supervising my child and I am responsible for my child's conduct and safety.

I agree that the University may collect information from me and my child through an online platform, for the limited purpose of Program registration and participation. I understand that this information will not be shared with any third-party, unless otherwise required by the third-party platform provider for participation.

I agree to allow NC State or its agents to photograph or record the Minor during the Program. I further agree that the Minor's image or likeness in photographs, videos, or audio may be used for educational or promotional purposes, including posting on the Internet. I agree that the use described herein may be without compensation to me or the Minor. I waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with the printed matter now or in the future. I expressly release NC State, its agents, employees, licensees and assigns from any and all claims which I or the Minor may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such recordings.

IN SIGNING THIS PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing and understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me or my participant child. I am eighteen years of age or older, I am the parent or guardian of the child participant, and I have full capacity to enter into this agreement and do so voluntarily. My electronic signature on this document shall carry the same force as a physical signature.

Printed Participant Name: _____

Printed Parent or Guardian Name: _____

Signature of Parent or Guardian: _____ Date: _____