

PARENTAL RELEASE AND CONSENT DUKE UNIVERSITY

In exchange for the privilege of entering and using the facilities (the "Facilities") located at Duke University (the "University") and participating in Duke Splash (the "Program") the undersigned hereby certifies and agrees as follows:

I am over the age of 18, and am a parent or the legal guardian for:

MY CHILD:

1. I certify that my Child has no special dietary needs, is undergoing no medical treatment, and is taking no medications other than those I have disclosed to the University and listed on the attached form, and has no restrictions that would prevent his/her participation in the activities in the Program.
2. I understand that the University does not provide health, accident or liability insurance to my Child or me. I certify that I have adequate medical insurance to pay for any medical services that may be required while in connection with his or her participation in any activities in the Program.
3. In consideration of my Child being allowed entry and access to the Facilities and the Program, I agree to assume all the risks and responsibilities surrounding my Child's activities in the Facilities or otherwise in connection with the Program, and, in advance, I hereby release, waive, forever discharge, and covenant not to sue the University, or its governing board, officers, agents, employees, and any students acting as employees or agents ("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 which my child/ward may have or may hereafter accrue to him/her, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by him/her or by any property belonging to him/her, except if caused by the sole negligence of the any of the Releasees, while s/he is at the Facilities or in the Program.
4. I have signed this Waiver and Release in full recognition and appreciation of the dangers, hazards, and risks of my child participating in activities associated with the Program, which could include serious injury and property damage. In signing this Release, I acknowledge and represent that I have fully informed myself of the content of this Release of liability and hold harmless agreement by reading it before I sign it, and that I have reviewed it and understand what it means and that I sign this document as my free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that the Releasees do not require my child/ward to participate in this Activity, but I want him/her to do so, despite the possible dangers and risks and despite this Release.
5. I further agree that this Release shall be construed in accordance with the laws of the State of North Carolina. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

Signature Page to Parental Release and Consent

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the _____ day of _____, 20____.

PARENT / LEGAL GUARDIAN

[Signature]

[Print Name]

EMERGENCY CONTACT INFORMATION

In case of emergency, we must be able to contact you as quickly as possible. It is essential that this form have complete and accurate information. Please provide information for three adults including at least one parent or guardian.

1. Name: Relation to participant:
Home address:
Home Phone:
Employer:
Employer's address:
Work phone:
Work schedule:
Other phone:

2. Name: Relation to participant:
Home address:
Home Phone:
Employer:
Employer's address:
Work phone:
Work schedule:
Other phone:

3. Name: Relation to participant:
Home address:
Home Phone:
Employer:
Employer's address:
Work phone:
Work schedule:
Other phone:

DIETARY NEEDS, MEDICAL TREATMENT, AND MEDICATIONS: