MINOR PARTICIPATION FORM AND RELEASE

I/we, the undersigned, request that East Carolina University (“the University”) allow ________________ , a minor under the age of 18, (referred to as “the Participant”) to participate in the following Activity: ________________ (“the Activity”), to be held from ____________, 20__, through ____________ , 20__.

In consideration of the Participant being permitted to participate in the Activity, I/we hereby release, forever discharge, covenant not to sue and agree to hold harmless and indemnify the State of North Carolina, the University and their respective governing boards, officers, agents, employees, volunteers, and any University students assisting with the Activity (collectively referred to as “Releasees”), from and against any and all liability for any harm, injury, damages, claims, demands, actions, causes of action, costs, and expenses of any nature, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by me/us and any property belonging to Participant or me/us, as a result of, or in any way connected with, Participant’s participation in the Activity, and even to the extent that Releasees were negligent.

We grant Releasees permission to transport the Participant, by automobile, bus or other means, as may be deemed necessary by Releasees, in connection with the Activity. All drivers will be properly licensed and authorized as approved drivers of University vehicles.

I/we understand that there are no medical personnel at the location of the Activity or on the University campus. I/we grant Releasees permission to authorize emergency medical treatment for Participant, as deemed necessary by Releasees, and that I/we are solely responsible for any costs associated with such treatment.

I/we sign this LIABILITY RELEASE in full recognition and of all the dangers, hazards, and risks to Participant from participating in the Activity, which may include, but are not limited to, property damage and personal injury, including, but not limited to, cuts, bruises, sprains, strains, broken limbs, and/or death. I/we further agree that I/we assume all the risks associated with the Activity.

In signing this, Liability Release, I/we acknowledge and represent I/we are fully informed of the content of this Liability Release by reading it before signing it and that this document has been signed
of my/our free act and deed. No oral representations, statements, or inducements, apart from those contained in this Liability Release, have been made.

I/we further state that there are no health-related reasons or problems which preclude or restrict the Participant’s participation in the Activity, and the Participant has adequate health insurance to provide for and pay any medical costs that may result from injury to the Participant. If reasonable accommodations are required to participate in the Activity, I/we will contact University Disability Support Services at 252-737-1016.

I/we further agree that this Liability Release shall be construed in accordance with the laws of the State of North Carolina. If any term or provision of this Liability Release shall be held illegal, unenforceable, or in conflict with any law governing this Liability Release, the validity of the remaining portions shall not be affected. I/we agree that the courts of North Carolina shall be the sole forum for adjudicating any claim or dispute arising, directly or indirectly, from the Activity.

THIS IS A LIABILITY RELEASE OF LEGAL RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY, AS IT AFFECTS CERTAIN RIGHTS THAT YOU AND/OR THE PARTICIPANT MAY HAVE IF YOU AND/OR THE PARTICIPANT ARE INJURED OR OTHERWISE SUFFER DAMAGES IN CONNECTION WITH THE PARTICIPANT’S PARTICIPATION IN THE ACTIVITY.

I/we, further state that I/we are Participant’s parent(s)/guardian(s), and am/are fully competent to sign this Liability Release, on behalf of ourselves(s) and the Participant.

(This Liability Release shall be valid and acceptable if signed by one Parent/Guardian, but it is requested that a second Parent/Guardian also sign if a second Parent/Guardian is available).

PARENT OR GUARDIAN

__________________________
Printed Name

__________________________
Signature

__________________________
Date

WITNESS

__________________________
Printed Name

__________________________
Signature

__________________________
Date

(Updated 4-2021. The original signed Liability Release shall be kept and maintained by the department or program sponsoring the Activity for no fewer than seven (7) years after conclusion of the Activity.)