



# STEM-a-thon

## Assumption of Risk and Release Agreement

The parties to this Agreement are \_\_\_\_\_ (Participant), \_\_\_\_\_ (Participant's parents or legal guardian if Participant is under 18, all referred to hereafter jointly and severally as "Participant") and The Trustees of the Stevens Institute of Technology ("Stevens").

The Participant, with the consent of the Participant's parents or legal guardian, has chosen to participate in the **STEM-a-thon Program** (the "Program") for the Participant's educational purposes. Participant understands that Stevens has organized the Program in connection with its educational and charitable mission and that all participants are beneficiaries of this mission. Participant also understands that participation in the Program is voluntary.

In consideration for accepting the Participant to the Program and other good and valuable consideration receipt of which is hereby acknowledged, the Participant hereby agrees as follows:

**1. Assumption of Risk.** Participant expressly understands and agrees that participating in the Program presents risks to the Participant both serious and minor, including but not limited to injuries. Participant is responsible for evaluating the risks she/he may face and is responsible for her/his actions. Participant further recognizes, understands and agrees that Stevens assumes no responsibility for any liability, damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Program, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person.

**2. Release, Hold Harmless and Indemnification.** Participant agrees and hereby does release and hold harmless Stevens and its trustees, officers, directors, employees, agents, representatives, students, and insurers, and each of their respective successors and assigns (collectively, "Released Parties"), both in their personal and official capacities, from any and all liability for any harm, injury, damage, claim, demand or cause of action of any kind or nature that may be brought by or on behalf of Participant, myself, any member of either of our families, our heirs, executors, administrators, beneficiaries, and personal representatives, and any of their respective successors or assigns ("Releasing Parties"), arising out of any and all known or unknown, foreseen or unforeseen physical, emotional or other personal injuries, damages to or loss of property, and any consequences thereof which may be sustained by Participant or other Releasing Parties arising out of or in connection with the Program. Participant agrees to and hereby does indemnify, defend and hold harmless the Released Parties from any action, claim or demand that Participant or any other Releasing Party have or may have arising out of or in connection with the Program. Furthermore, Participant agrees to and hereby does indemnify, defend, and hold harmless the Released Parties from any injuries, damages or losses to others or to the premises, facility, or equipment caused by Participant. Such indemnification shall include costs and expenses incurred by Stevens, including reasonable attorneys' fees.

**3. Compliance with Rules and Termination of Participation.** Participant understands and agrees to abide by all policies, rules and regulations of Stevens including any directions of Stevens' staff in connection with the Program. Participant understands and agrees that she/he is required to arrive at Stevens' campus with her/his school team and that there shall be no independent drop-offs to campus by parents or other caretakers. Participant shall not engage in inappropriate conduct including the use of physical or verbal violence. Participant understands that Stevens may, in its sole discretion, terminate Participant's participation in the Program at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Program, Stevens, the Participant or other participants participating in the Program; emergencies; or health or safety considerations.

**4. Physical Condition.** Participant attests that she/he is physically capable of participating in the Program including all of its activities and has no known health restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Program.

**5. Consent to Treat.** If the Participant should suffer an injury or illness, Participant authorizes the employees, agents or other representatives of Stevens to use their discretion to administer or authorize emergency medical treatment and/or to transport or to have the Participant transported to a medical facility and Participant acknowledges that the Released Parties assume no responsibility or liability for any injury or damage which might arise out of or in connection with such medical response or treatment and any such action(s) related thereto shall be subject to the indemnification and hold harmless language of paragraph 2 above. Participant further understands and agrees that any such treatment will be Participant's sole financial responsibility.

**6. Photo Release.** Participant hereby grants to Stevens and to its agents, successors, licensees and assigns all rights throughout the universe and in perpetuity to use, record and reproduce (including without limitation by means of film, tape, still photography, print publication, aural devices and any other means now or hereafter known) Participant's participation, lecture, interview, voice, appearance, likeness, name, and biographical information, in connection with the production, exhibition, distribution, performance, display, transmission, exploitation, advertising and promotion of any materials, any part or parts thereof and all ancillary and subsidiary rights thereto by and in any and all devices, systems and media now or hereafter known, including without limitation by means of books and other literary materials, film, television, cable, motion picture, sequels and remakes, soundtrack and other sound recordings, CD-ROM and all other print, audio, audiovisual, multimedia, computer, and electronic devices, systems, and media. Participant understands that because this is a community event, members of the local media may be on campus to record and report on the Program.

**7. Governing Law and Venue.** Any disputes arising out of this Agreement or relating to the Program shall be construed in accordance with, and governed by, New Jersey law. The exclusive venue for any action arising out of this Agreement shall be the federal and state courts located in Newark, New Jersey and the County of Hudson, New Jersey.

**8. Construction and Scope of Agreement.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

**I have read the foregoing Agreement and understand that I am signing a complete release and bar to any claims as defined above.**

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

*Required if Participant is under age eighteen:*

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**PLEASE RETURN ALL PAGES OF THE SIGNED DOCUMENT**

***ALL PARTICIPANTS MUST ARRIVE TO STEVENS' CAMPUS WITH THEIR SCHOOL TEAM. THERE SHALL BE NO INDIVIDUAL STUDENT DROP-OFFS TO CAMPUS.***