

NC STATE

College of Education
Friday Institute
for Educational Innovation



LIABILITY WAIVER, ASSUMPTION OF THE RISK, PHOTO & MEDIA RELEASE, AND INDEMNIFICATION AGREEMENT

In consideration for NC State allowing my minor child to participate in the **2023 MSEN Summer Scholars hosted by the 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 recreational and other activities as part of the Program, and that such activities have inherent dangers and physical risks. I understand and acknowledge that the inherent dangers and physical risks involved in these activities are such that no amount of care, caution, instruction or expertise can eliminate them. These dangers and risks include, but are not limited to, loss of or damage to personal property, strains, sprains, bruises, heat exhaustion, and other personal injuries, or even death, that could result from tripping, falling, contact with other individuals, and equipment failure, among other causes.

Additionally, I understand that the coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization and has become widespread, including within North Carolina. COVID-19 is very contagious and believed to be spread mainly from person-to-person contact. I understand and appreciate that there are known and potential dangers of utilizing the Program’s facilities, services and programs, and I acknowledge that the use of these facilities and services may, despite the Program’s reasonable efforts to mitigate the dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death. The Center for Disease Control and state and local health departments, are reviewing and updating their respective guidance on the pandemic and its impact nearly every day.

I 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.

I represent that I am the parent or legal guardian of the Minor and I have authority to enter this Agreement. I also represent that the Minor is in proper physical and other condition to participate in the Program. I understand that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Program, and if necessary, I will consult with the Minor’s physician for appropriate guidance.

I give permission to any doctor, hospital, or other medical facility to release confidentially to the treating physician(s) for the Minor any information they may have concerning his/her medical condition and their professional contact with him/her for treatment purposes. I hereby

grant my permission for such diagnostic, therapeutic, and operative procedures as deemed necessary for the Minor. I further understand that treatment for any medical problems the Minor may suffer is my responsibility and will be paid by me and/or covered by my insurance. A photocopy of this permission is to be considered valid as the original.

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.

I agree to allow NC State, the Intuitive Foundation, Lenovo, or their 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, the Intuitive Foundation, Lenovo, their 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.

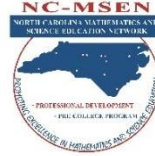
I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, and have full capacity to enter into this agreement and do so voluntarily.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Signature of Parent/Guardian: _____ Date: _____

Printed Name: _____ Name of Minor: _____

Name of Program the Minor is attending: 2023 MSEN Summer Scholars



NC-MSEN Pre-College Program Program Expectations and Parental Permission

Program/Activity/Camp Name: 2023 MSEN Summer Scholars

Participant Name: _____

Parent/Guardian Name: _____

The NC-MSEN Pre-College Program (NC-MSEN PCP) has established standards of conduct for all Participants. It is the responsibility of the Parent/Legal Guardian and the Participant/Child to review the Program rules and standards of conduct. Dismissed Participants may not be eligible for a refund of any fees or expenses.

The NC-MSEN PCP agrees to:

- Provide an agenda outlining the activities of the Program including the times, days, and how to access content.
- Collect registration information such as participant name, address, phone number, parents/guardian(s) name(s), phone number(s) and email(s).
- Provide a supply list and recommendations for setting up the home work space to help participants fully engage in the program.
- Take attendance and only allow registered participants to participate.
- Only communicate with participants through official Program platforms (i.e., Zoom, ncsumsenpcp@ncsu.edu, etc.).
- Ensure that two or more Program staff are present for the duration of the program.
- Keep conversations and interactions focused on the Program goals and objectives.
- Create an environment where everyone is welcomed and given the opportunity to succeed.
- Ensure that all participants are treated with dignity, fairness and respect. Harassment will not be tolerated. Hazing of any kind is prohibited. Cyberbullying is prohibited.
- Address problems that are brought to their attention.
- Will not share personal information, email, or social media accounts with minor participants.

The Participant/Child agrees to:

- Participate in the digital environment to the same standard as a physical environment, including participating when called on, listening attentively, and minimizing distractions to others.
- Not share links or passwords for Program meetings or content.
- Challenge themselves to engage, be present and learn.
- Complete assigned projects on time.
- Request help if needed.
- Mute when not talking.
- Dress appropriately when on video.

- Not take inappropriate screenshots or images.
- Assume good intentions and have fun!

The Parent/Legal Guardian(s) agrees to:

- Assist the participant in setting up the home environment to meet the goals of the Program.
- Ensure the participant logs in on time and is prepared for the Program.
- Limit distractions and keep the participant safe throughout the duration of the Program.
- Allow time for the participant to complete required assignments.
- Communicate with staff prior to Program start time if the participant must be absent.
- Work with Program staff to resolve issues that may arise.
- Report illegal or inappropriate online behavior by staff or program participants:
 - [Office of Youth Programs and Compliance Incident Report](#)
 - Contact protectionofminors@ncsu.edu or call 919-515-4256
 - For emergencies contact NC State Police at 919-515-3000

The following may result in being dismissed from the program:

- Bullying, harassing or using derogatory language towards another person or group of people.
- Being under the influence of alcohol or drugs.
- Repeated absences or failure to meet agreed upon program work requirements.
- Violation of a University code, policy, or regulation.

What are the consequences if the participant does not meet Program expectations?

- Staff will give a verbal or written warning regarding behaviors and actions that are not allowed and in most cases give the participant an opportunity to correct the behavior.
- Depending on the behavior, they may also contact the parent or legal guardian.
- In some cases, staff may require a corrective action plan in order to stay in the program.
- Some behaviors may result in immediate suspension or termination.

PARTICIPANT AGREEMENT

I understand that I must abide by the Program’s expectations.

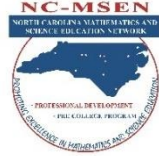
Participant Signature: _____ Date: _____

PARENT/LEGAL GUARDIAN AGREEMENT

I understand that my child and I must abide by the Program expectations. I understand that Dismissed Participants may not be eligible for a refund of any fees or expenses.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Name _____ Date: _____



EMERGENCY CONTACT INFORMATION

The information required below is needed in the event of an emergency. Print legibly.

Participant Full Name: _____

Emergency Contact 1: Full Name: _____

Relationship: _____

Home Address: _____

Email Address: _____

Home/Cell Phone #: _____ Work Phone #: _____

Can the participant be released to this individual? Yes or No (circle one)

Emergency Contact 2: Full Name: _____

Relationship: _____

Home Address: _____

Email Address: _____

Home/Cell Phone #: _____ Work Phone #: _____

Can the participant be released to this individual? Yes or No (circle one)

Emergency Contact 3: Full Name: _____

Relationship: _____

Home Address: _____

Email Address: _____

Home/Cell Phone #: _____ Work Phone #: _____

Can the participant be released to this individual? Yes or No (circle one)

To be completed by Parent or Guardian:

I _____ (print name) authorize the contacts above to pick up the participant listed above if indicated by circling "yes".

Signature _____ Date _____



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INSURANCE AND MEDICAL INFORMATION

List medications or medical conditions below including all allergies. NC State staff cannot administer medication. Medication is not allowed to be shared.

Student Name: _____ Birth date: ____ / ____ / ____

Medications (include name, doses and frequency): _____

Allergies: _____

Medical Conditions or Concerns: _____

Dietary Restrictions: _____

Insurance Information

I am covered by hospital insurance: ____ Yes ____ No

Name of Insurance Company: _____

Policy or Certificate Number: _____

Name of Parent/Guardian (if applicable): _____

Name of Doctor: _____ Phone Number: _____

This is to certify that I the undersigned parent/guardian hereby consent and grant permission, should the necessity arise, to the furnishing of medical treatment and hospital services as ordered or recommended by a qualified physician and including the administration of an anesthetic, laboratory procedures, medical or surgical treatment, x-ray examination, or other hospital services. Consent is hereby granted to the attending physician(s), and/or clinics to release necessary medical information to our local doctors and for use in claims for insurance coverage.

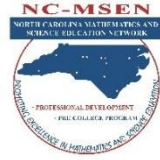
AUTHORIZING SIGNATURES

Parent/Guardian Signature

Date

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VEHICLE RELEASE

I do hereby give my child, _____ (print full name)
permission to be a passenger in vehicles driven by North Carolina State University employees or
volunteers associated with this program.

Parent/Guardian Signature

Date