

Middle School Band Camp
Release and Waiver of Liability – 17 years old or younger

Name of minor child _____
(Please print)

THIS RELEASE is made and entered into on this _____ day of _____, 2023, by the undersigned parent or legal guardian of MINOR.

I, the undersigned, certify that I am the parent or legal guardian of the minor whose name appears at the top of this form (hereinafter "MINOR"). In consideration of MINOR being permitted to be in, or engage in the activity of Middle School Band Camp (collectively "Camp") on the Arkansas Tech University Campus, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I do hereby individually, and as parent or legal guardian of MINOR, execute this Release and Waiver of Liability for and on behalf of MINOR, our legal representatives, heirs, relatives, next of kin, and assigns. Individually, and as a parent or legal guardian of the minor, **I hereby forever release, waive, covenant not to sue, and discharge, Arkansas Tech University, its officers, Board of Trustee members, administrators, faculty, employees, agents, representatives, and/or staff members (hereinafter TECH) from any and all liability to MINOR, our legal representatives, heirs and assigns, for any and all loss, claims or damages that MINOR may have or that may hereafter accrue, resulting from the death or injury to MINOR, whether caused by the active or passive negligence or otherwise of TECH, while MINOR is participating in Camp.**

Individually, and as parent or legal guardian of MINOR, I acknowledge that Camp is a potentially hazardous activity. Individually, and as parent or legal guardian of MINOR, I understand that while participating in this activity, the MINOR will be exposed to above-normal risks of injury and that although TECH has taken precautions to ensure that safety equipment for the Camp is provided, it is impossible for TECH to guarantee absolute safety. I, individually, and as parent or legal guardian of MINOR, understand that the MINOR and I bear the responsibility for safety while participating in the Camp and I, individually, and as parent or legal guardian of MINOR voluntarily assume full responsibility for the risk of bodily injury, death, medical expenses, loss of income, or property damage to MINOR while MINOR is participating in Camp whether it is due to the active or passive negligence or otherwise of TECH. I, individually and as parent or legal guardian of the minor, acknowledge that the MINOR and I have a personal responsibility to follow established rules of safety, obey all laws, fully utilize the safety equipment provided for the Camp, and to follow the instructions of TECH, if any, during participation in this Camp. I, individually and as parent or legal guardian of MINOR, also acknowledge I have been fully advised of the potential hazards that may be incurred while participating in Camp, and that **while it is impossible to foresee all dangers involving Camp, some of the hazards that might occur include cuts, sprains, bruises, fractures, heart attack, stroke, internal injury, hernias, disfigurement (permanent or otherwise), blindness, paralysis, suffocation, broken bones, and other serious or life-threatening injuries including death.**

With all of these facts being known, I, individually, and as parent or legal guardian of MINOR voluntarily agree to indemnify, defend and hold harmless TECH from any and all actions, causes of action, claims, judgments, loss, liability, damage or costs (including attorneys fees) suffered as a result of MINOR participating in the Camp, whether caused by the active or passive negligence or otherwise of TECH, its officers, shareholders, employees, individuals, agents, or representatives. I, individually and as parent or legal guardian, expressly agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as

permitted by the laws of the State of Arkansas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I, individually, and as parent or legal guardian of MINOR, attest and verify that MINOR is physically fit and sufficiently trained to participate in the Camp.

I understand that by signing this document, this release of liability is legally binding on me, the minor, our heirs, personal representatives, relatives and assigns and that I am knowingly and intentionally giving up both my and the MINOR'S legal rights and remedies which otherwise would be available to me and/or MINOR, our heirs, personal representatives, relatives or assigns against TECH.

By my signature hereto, I certify that I have read and understood each and every provision contained herein; that I have explained the significance of this release of liability to MINOR; and that I am of legal age and have voluntarily signed this release and agree to all of its terms.

Please initial and indicate whether you are the parent or legal guardian of the minor.

(_____) Parent (_____) Legal Guardian

Print Minor's Name

Print Parent or Legal Guardian's Name

Parent or Legal Guardians Address

Parent or Legal Guardian's phone number and cell number

Parent or Legal Guardian's Signature

Date