



## NHAS STEM PROGRAM

### **LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT**

The undersigned, parent or legal guardian of \_\_\_\_\_ (the “Participant”),  
*[Student/participant name]*

in consideration for permitting Participant’s participation in any NHAS STEM Program (the “Program”) offered by the New Hampshire Academy of Science (the “Organization”) and other valuable consideration, the receipt and sufficiency of which I acknowledge, intending to be legally bound, KNOWINGLY AND VOLUNTARILY EXECUTES THIS LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT on behalf of the Participant and myself and our respective representatives, heirs, and next of kin, and further represents, covenants, and agrees as follows:

1. **Acknowledgment and Assumption of Risk.** Participation in the Program is strictly voluntary and involves the risk of serious injury or death. The Participant has requested, and on Participant’s behalf I voluntarily request, that Participant participate in the Program. I and Participant agree to read and abide by the rules and regulations of the Program.

Risks from the Program include, but are not limited to: trips and falls, insect or tick bites, stings, cuts, abrasions, sun exposure, allergic reactions, and serious injury or death. I understand the risks, both known and unknown, associated with participation in the Program and knowingly and freely assume for myself and the Participant all such risks and hazards and all other risks that may arise as a result of participation in the Program or the action, inaction, or negligence of other participants. Because activities in connection with the Program are inherently dangerous and involve the risk of serious injury or death or property damage, I and the Participant expressly agree that this Liability Waiver and Indemnification Agreement (this “Waiver”) is intended to be as broad and inclusive as is permitted by the laws of the State of New Hampshire.

2. **Waiver and Release of Claims.** I, for myself and the Participant, hereby expressly **waive, release, discharge, and renounce any claims** against the Organization, its trustees, directors, officers, employees, and agents (collectively, the “Releasees”), for any and all damages, actions, causes of action, liabilities, claims and demands whatsoever, including without limitation, any claims or damages resulting from injury to property or person, including death, which I or Participant may ever have, arising out of Participant’s participation in the Program, including traveling to and from Program activities, and whether or not such loss or injury is caused by the negligence of the Releasees or any of them.

3. **Covenant Not to Sue.** I and Participant agree never to institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against the Organization arising out of Participant’s participation in the Program.

4. **Indemnification.** I, for myself and Participant, hereby agree to indemnify, defend (with counsel reasonably acceptable to the Organization), and hold harmless the Organization from and against any and all claims, losses, damages, liabilities, and expenses (including settlement costs and any reasonable legal or other expenses for investigating or defending any actions or threatened

actions) the Organization may incur in connection with any action, claim or dispute arising out of Participant's participation in the Program (including travel to and from Program activities), whether or not such claim is caused by the negligence of the Releasees or any of them.

5. **Medical Insurance.** The Organization requires that the Participant not participate in the Program unless he/she has medical insurance sufficient to cover both minor and serious bodily injuries and that he/she has disability insurance if the Participant is employed or has other significant responsibilities.

**Student's health insurance provider:** \_\_\_\_\_

**Student's health insurance member ID#:** \_\_\_\_\_

6. **Consent to Medical Treatment and Release.** I give permission for my child to engage in all NHAS STEM Program activities, unless noted by me, and my child's physician.

I give permission for the NHAS STEM Program instructor and/or Executive Director to administer first aid, or to give any other assistance necessary to my child if he/she is injured or ill including calling 911 and/or emergency transport. Health information may be shared with program staff on a need-to-know basis.

The Organization in no way insures, guarantees, or otherwise maintains responsibility for any medical treatment the Participant may require during his/her participation in the Program. I have provided all requested medical and insurance information.

7. **Binding Effect.** This Waiver shall bind and inure to the benefit of me and the Participant and our respective heirs, executors, administrators, legal representatives, successors and assigns.

8. **Choice of Law; Jurisdiction and Venue.** This Waiver shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire (the "State") without regard to the State's conflict of laws principles. I and Participant submit to personal jurisdiction within the courts of the State. The exclusive venue for resolving disputes arising in connection with this Waiver shall be in State or Federal Court in the State.

9. **No Modification or Revocation of Waiver; One Agreement.** Any modification of this Waiver must be in writing and signed by the party to be bound by the modification. I may not terminate or revoke this Waiver. This Waiver constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

10. **Severability.** The invalidity of any portion of this Waiver shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Waiver is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed subsequent to the invalid provision being expunged.

11. **Enforcement Costs and Attorneys' Fees.** In the event that any costs and expenses (including reasonable attorneys' fees) are incurred to enforce any covenant contained in or defend against any claim waived or released in this Waiver, I will pay such costs and expenses.

12. **Media Release.** In the interest of education, STEM and NHAS, authorization is given to take photographs, produce newspaper or magazine articles, videotape recordings, web-based materials, and other visual and/or audio recordings in which the STEM Program participant may be included in whole or in part. This information may be released in print and/or digital format. Authorization and consent is given as a voluntary contribution to the advancement of STEM and the NHAS. Therefore, the following is waived: (1) any proprietary rights in the materials, and (2) any

right to inspect or approve the finished materials prior to publication.

13. **Contact Information.** I authorize Organization to share the Participant's contact information with NHAS Program Partner(s), if applicable.

14. **Refunds and Cancellation Policy.** I accept Organization policies regarding behavior and discipline issues and I understand that failure to abide by Organization's behavior code may result in dismissal from the program with no refund.

**I HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS AND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND THE PARTICIPANT BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

I certify that I am parent/guardian with legal responsibility for \_\_\_\_\_

*[Student/Participant name]*

PARENT/GUARDIAN:

X \_\_\_\_\_ **DATE SIGNED:** \_\_\_\_\_

**(Parent's/Guardian's Signature)**

Printed Name: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_