

Stanford Educational Studies Program Splash Fall 2018 Liability Release and Waiver – Page 1 of 2

The parties to this Release are

_____ (Participant),

_____ (Participant's parents or legal guardian, if Participant is under 18, all referred to hereafter jointly and severally as Participant) and the Educational Studies Program's Splash Fall 2018 (Activity) during the 2018-2019 academic year.

Participant is a voluntary participant in this Activity. Participant understands and agrees that such activities may be dangerous and that the Program cannot guarantee the safety of Participant. Participant further understands that because participation is voluntary, any failure to participate in this program will have no negative impact, including academic, on Participant.

Assumption of Risk. Participant expressly understands and agrees the Activity presents risks to Participant and her/his property. These risks can include, among others: unfamiliar or different terrain, climate, food and drink, laws, safety practices and regulations, communications, criminal and law enforcement activities, disability access, driving practices, disease risks, health care, injury to the head, neck or spine, injury to the muscular or skeletal systems, injury to internal organs, scratches, bruises, strains, sprains, contusions, falls, fallen upon, loss or damage to sight, teeth or hearing, paralysis, concussions, brain damage, long/short-term disability, loss of income/career opportunities, serious injury and/or death. Participant is responsible for researching and evaluating the risks she/he may face and is responsible for her/his actions. Any activities that Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved. This includes, but is not limited to, risks associated with the consumption of alcoholic beverages and/or drugs, property loss, injury to person or property, or death arising out of traffic accidents, assault, and theft or other activities.

Participant further recognizes, understands and agrees that the Activity 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 Activity, or for any liability, damage or injury caused by others, including other participants.

Adherence to Standards and Hold Harmless. Participant understands and agrees to abide by all

policies, rules, and regulations of the Activity. Participant specifically understands that she/he is personally responsible and holds harmless the Activity and the Board of Trustees of the Leland Stanford Junior University, their officers, trustees, faculty, agents, representatives volunteers, Participants and employees (hereafter Released Parties) from any action, claim, or demand that his/her heirs or legal representatives, have or may have for any and all personal injuries he/she may suffer or sustain, regardless of cause or fault as a result of his/her voluntary decision to participate in the Activity or related activities, on or off campus.

Termination of Participation. Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion the Activity or its representative may terminate Participant's participation in the Activity at any time, including during the Activity. 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 Activity; emergencies; or health or safety considerations. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Activity, nor shall the Activity be required to make any refund.

Release of Claims. In consideration of being accepted into the Activity, Participant, his/her heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge the Released Parties from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by the Released Parties. Participant further releases and discharges the Released Parties from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Participant's participation in the Activity. The Participant acknowledges and agrees that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by Participant's negligent or intentional acts or omissions committed prior to, during, or after participation in the Activity, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including participants.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless the Released Parties from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, caused by any act or



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omission of Participant resulting from direct/indirect Activity participation.

Physical Condition and Insurance. Participant attests that she/he is physically capable of participating 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 Activity.

Participant attests that she/he will have health insurance equal to or greater than that offered by the Stanford Cardinal Care (Participant health insurance) plan. Participant agrees to be solely responsible for payment in full of all costs of medical care she/he may receive.

Activities Outside Activity. Should Participant choose to remain at the Activity location or elsewhere either before or after participation in the Activity, the Activity will cease to act as a sponsor for Participant. Should Participant drop out of the Activity voluntarily or involuntarily, the Activity will cease to act as sponsor for Participant thereafter.

Activity Modification and Cancellation. The Activity reserves the right to cancel or modify the Activity before or during its operation due to circumstances including emergencies, low enrollment, unavailability of one or more facilities or personnel, or other reasons.

Severability. It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

Governing Law and Venue. This release shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

Construction and Scope of Agreement. The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release 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 release supersedes any earlier written or oral understandings or agreements between the parties.

Photo Release. Participant hereby consents that all photographs and/or videotapes taken of Participant and/or recordings made of Participant's voice during the Activity by the Program or its designees, may be used by the Program, and/or others with the Program's consent, for the purpose of illustration and publication in any manner.

Dates and Times. This release refers solely to the Splash Fall 2018 event held on Stanford's campus on December 1st and 2nd, 2018, and any registration, logistical, and other activities thereto related.

Participant acknowledges that she/he has read this release and that she/he understands its meaning and effect.

Date: _____

Participant Signature:

Printed:

Date: _____

Signature of Parent or Legal Guardian (if Participant under 18):

Printed:

**Medical Insurance Information,
Consent for Emergency Medical Treatment &
Emergency Contact Information Form**

Participant Name: _____

Medical Insurance

Is the participant covered by medical/hospital insurance? Yes No

If so, list the policy/group number: _____

Carrier Name _____ Name of Insured _____

Relationship of Insured to participant _____

Medical Information

Please list any medications that would need to be administered to participant in case of an emergency.

Please list any allergies to medications, food, insect bites, etc, and indicate if participant carries an EpiPen for allergic reactions.

Please list any other special needs or medical issues that would be important for caregivers to know about in case of an emergency.

Participant Home Phone _____ Participant Cell Phone _____

In Case of Emergency, Please Notify:

Primary Contact's Name: _____ City _____

Relationship: Parent Legal Guardian Sibling Other, describe: _____

Home Phone _____ Alternate Phone _____ Email Address: _____

AND/OR

Secondary Contact's Name _____ City _____

Relationship: Parent Legal Guardian Sibling Other, describe: _____

Home Phone _____ Alternate Phone _____ Email Address: _____

Consent for Emergency Medical Treatment

I hereby give consent to Stanford University to obtain all emergency medical care under whatever conditions are necessary to preserve the life, limb or wellbeing of the Participant named above.

Participant Signature _____ **Date:** _____

Parent/Legal Guardian Signature (if parent/guardian's plan covers the participant or if participant is under 18 years old at the start of the program/activity)

Signature _____ **Date:** _____

Parent/Guardian Name Printed _____

Maintenance of Medical Information

This Medical Insurance Information, Consent for Emergency Medical Treatment & Emergency Contact Information Form is provided as a sample document for Program Sponsors and/or Program Directors. While collection of certain medical information is important and recommended in order to address the medical needs of your program participants, it is imperative that medical information be collected and maintained in such a way that ensures the protection of privacy for your participants.

The following guidelines should be addressed in your medical information collection and maintenance practices:

- Only collect medical information that is necessary given the specifics of your program.
- Dissemination to medical information should be determined by who should have access to certain information and guided by whether each person/role needs that information to discharge his/her responsibilities. There are two closely related concepts:
 - Need to Know - You should be able to clearly articulate why your specified staff roles need access to medical information, and what could go wrong if they didn't have that information.
 - Minimum Necessary - You would also need to consider whether you need to disclose all the medical information or just part of it to each role. Functional information is the only information necessary. The actual name of the condition is not required for everyday precautions (e.g. restricted exercise versus a cardiac deformity).
- Medical information should be collected using paper forms only. They should not be converted to electronic files, and data should not be transferred to an electronic database unless systems/servers storing the information have been thoroughly reviewed by information security officers and deemed secure.
- Medical information documents should be reviewed by staff responsible for the care and welfare of program participants and kept in locked file drawers and binders which are in a secured office or location with limited access by specific senior personnel.
- Be sure to address staff changes immediately with changes to your medical information management process if such staff changes make it necessary or prudent.
- At the conclusion of your program, ensure that all medical information is destroyed. For paper documents, crosscut paper shredding is recommended. Electronic data should be removed from storage securely. Medical information should only be retained if an incident occurred making it necessary and/or prudent to keep information for future resolution of the incident. Such determinations should be made in consultation with Stanford University's Office of Risk Management. In such cases, only the relevant data should be retained.