

[organization] [name of program or activity]
PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY (minor)

June 13-17, 2022

[start and end date(s) of the program or activity]

I, _____, the parent or legal guardian of _____, desire for my child to participate in the Texas Diversity Councils 12th Annual Summer Youth Program ("Activity") and, in consideration of him/her being allowed to participate in the Activity, I acknowledge and agree as follows:

1. I understand that I am responsible for my child's own transportation to and from the Rice University campus. It is my responsibility to confirm the schedule in advance with Texas Diversity Council's organizers.
2. I am fully informed or otherwise aware of, and fully assume, all risks to person and property in connection with my child's participation in the Activity, including but not limited to property damage and loss, bodily injuries, sickness, disease and death. My child is in sufficient health and able to participate (with or without an accommodation) in the Activity and I will contact the program organizers if there is a need to request an accommodation. I have medical insurance coverage appropriate for my child's participation in the Activity and have provided such insurance coverage information and emergency contact information to Texas Diversity Council. Neither Texas Diversity Council nor the Activity are providing any insurance for my child in connection with his/her participation in the Activity.
3. I understand that if my child requires medical treatment while participating in the Activity, an attempt will be made to notify me. In the event that I cannot be contacted, or if contact is impractical under the circumstances, I consent to medical treatment for my child as may be deemed necessary under the circumstances, including but not limited to x-ray examinations, surgery and anesthesia, and I will be responsible for any and all medical expenses.
4. If my child's participation in the Activity is at any time deemed detrimental to the Activity or its other participants, as determined by the Activity's organizers in their sole discretion, I understand that he/she may be expelled from the Activity without Texas Diversity Council or the organizers incurring any liability.
5. I also grant Texas Diversity Council the irrevocable right to use my child's image, voice and name in video, photographs, and audio recordings of the Activity. I understand that this use may include publication and distribution in printed, electronic, and digital media, including but not limited to Texas Diversity Council brochures, video and television broadcasts, and website, social media and online communications. I also understand that my child will not receive any compensation in connection with this release.
6. **I fully and forever RELEASE, WAIVE AND DISCHARGE, and COVENANT NOT TO SUE, Texas Diversity Council (including, but not limited to, its trustees, employees and representatives) from and for any and all demands, claims, actions, suits, damages, losses, liabilities, costs and expenses (including but not limited to court costs and attorneys' fees), from any cause whatsoever (including but not limited to property damage and loss, bodily injuries, sickness, disease and death), directly or indirectly arising in connection with my child's participation in the Activity, set up for the Activity, practice for the Activity, or transition to or from the Activity, or use of my child's image, voice or name by Texas Diversity Council or its employees or independent contractors or the Activity pursuant to the foregoing rights grant, whether or not foreseeable or contributed to by the negligent acts or omissions of Texas Diversity Council or others.**
7. This Agreement constitutes the entire agreement about the subject matters it addresses and is governed by the laws of the State of Texas. If any provision of this Agreement is held unenforceable, this will not affect any other provision and this Agreement will be construed as if the unenforceable provision had not been incorporated in this Agreement. I (i) have read and fully understand this Agreement, (ii) intend that this Agreement be legally binding and enforceable upon me and my family, estate, heirs and legal representatives, and (iii) intend that this Agreement benefit Texas Diversity Council. I acknowledge that I my child is voluntarily choosing to participate in the Activity and is not required to participate by TXDC.

IN WITNESS WHEREOF, I have duly executed and delivered this Agreement as of _____, 20 ____.

Signature of Parent or Legal Guardian: _____

Printed Name of Parent or Legal Guardian: _____

Parent's or Legal Guardian's Address: _____

Telephone: _____ Date: _____

Medical Insurance Carrier and Policy _____