

## **PARTICIPATION AGREEMENT**

Program Name and Dates: Girls Exploring Science & Technology (GEST) - April 4, 2020 (“**Program**”)

Participant Name: \_\_\_\_\_ (“**Participant**”)

Parent or Legal Guardian Name: \_\_\_\_\_ (“**Parent/ Legal Guardian**”)

This Participation Agreement (the “**Agreement**”), effective as of the date of signature by the Parent/Legal Guardian, is entered into by and between Duke University and Parent/Legal Guardian. For good and valuable consideration, the parties agree to the terms set forth in this Agreement.

This Agreement must also be signed by the Participant, which signature reflects that the Parent/Legal Guardian and Participant have reviewed the Agreement and have discussed the Program in detail, including that the Program may have risks, that Participant’s participation is voluntary, and that the Participant understands and agrees to all of the terms of this Agreement, including but not limited to the behavioral expectations.

Program Description: Participants will perform hands-on activities in teaching and research spaces including the Duke Marine Lab and the NOAA Beaufort Lab facilities. Activities may include squid or oyster dissection, water testing, building models to learn about viruses, ocean acidification, and ecosystems, analyzing photos of dolphins, and more. A detailed description of possible activities can be found on our website at <https://sites.duke.edu/gest/activities/>. Parent/Legal Guardian acknowledges, agrees, and understands that as part of the Program, Participant will be entering a professional laboratory workplace and that risks and dangers are inherent to laboratory work. Duke reserves the right, in its sole discretion, to add, modify, or remove elements of the Program or cancel the Program.

**A. Behavioral Expectations of the Participant:** Parent/Legal Guardian understands and agrees Participant must in all cases and at all times act with a high regard for the health and safety of Participant and others, and Participant must follow and not deviate from all the directions and procedures communicated to Participant by those operating the Program.

**B. Use of Photographs, Recordings, and Participant Work:** Parent/Legal Guardian gives permission and consent to allow photographs and video and audio recordings to be taken of Participant during the Program. Parent/Legal Guardian further gives permission and agrees that (i) photographs or video or audio recordings of Participant taken during the program, and (ii) writings and other Participant work produced during the Program, may be used in perpetuity in Duke products, publications, web sites, and/or social medial channels.

**C. Reasonable Accommodations; Insurance**

1. Parent/Legal Guardian has read, understands, and acknowledges the requirements of the Program and represents that Participant is able to meet those requirements. For Participants with disabilities who anticipate needing accommodations or who have questions about physical access, Parent/Legal Guardian may contact Courtney Swink (937-478-1440) in advance of the Program.
2. Parent/Legal Guardian understands and agrees that Parent/Legal Guardian will bear all financial responsibility for any medical treatment Participant might require while participating in the Program. Parent/Legal Guardian agrees to maintain throughout the Program a comprehensive medical insurance policy that covers the Participant for injuries and illnesses that the Participant may sustain or experience while participating in the Program.
3. During the Program, Participant will not be allowed to hold any medications. (Please note: if your child will need to take medications during the Program, please contact the Program Director immediately so that appropriate forms can be signed and arrangements can be made.)

**D. Assumption of Risk; Release and Waiver of Liability**

1. The Program may involve risks to health and safety, including but not limited to those described in the Program Description. Parent/Legal Guardian agrees to accept and assume all present and future risks, known or unknown and whether described in the Program Description or not, to Participant's health and safety that may arise from or be caused by Participant's participation in the Program. Parent/Legal Guardian agrees that he/she has explained these risks to the Participant.
2. In return for and as a condition of Duke providing Participant with the opportunity to participate in the Program, and having read and understood this Agreement, including this Release and Waiver of Liability, Parent/Legal Guardian hereby agrees to the following:
  - a) **TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Duke University, its affiliates, trustees, officers, employees or agents, and all other persons or entities involved in the Program (hereinafter referred to as "**Releasees**"), (i) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury, or harm of any sort, including injury or death, that may be sustained by Participant and (ii) for loss of or damage to any property belonging to Participant and/or Parent/Legal Guardian; and that occurs as a result of participation in the Program (including during travel to and from the Program site); as a result of any emergency evacuation facilitated by Duke; or as the result of any medical care Participant receives while participating in the Program, including any medical care authorized by Duke or procured by Duke.
  - b) The release, waiver, discharge, and covenant not to sue as expressed in this waiver and release is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is the intention of Participant and Parent/Legal Guardian to both release any and all claims against Releasees and to relieve Releasees from any liability to make contribution to other tortfeasors on account of any claims.
  - c) If Participant deviates from any aspect of the Program and engages in a personal activity that is not part of the Program, such deviation is purely voluntary and Releasees shall not be liable for any injuries resulting or arising out of such deviation.

**E. Governing Law:** The laws of the State of North Carolina, without regard to principles of conflicts of laws, govern this Agreement. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in the Durham-based State of North Carolina court or the Federal District Court for the Middle District of North Carolina.

**PARENT/LEGAL GUARDIAN:**

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*I am the Parent/Legal Guardian of the above-named Participant. I certify that, before signing this Agreement, I have obtained written permission from any person who is otherwise legally entitled to custody of the Participant during the Program, to the effect that the Participant may fully participate in the Program.*

**PARTICIPANT:**

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*My Parent/Legal Guardian has reviewed this Agreement with me and has explained that the Program may have risks and that my participation is voluntary. I understand and agree to all of the terms of this Agreement, including, but not limited to, the behavioral expectations.*