

DUKE MINORS PROGRAM PARTICIPATION AGREEMENT

Program Name and Dates: _____ (“Program”)

Participant Name: _____ (“Participant”)

Parent or Legal Guardian Name: _____ (“Parent/Legal Gardian”)

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.

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

1. Voluntary Participation; Program Description

- (a) In return for and as a condition of Duke providing to Participant the opportunity to participate in the Program, Parent/Legal Guardian hereby voluntarily agrees to allow the Participant to participate in the Program and agrees to the terms and conditions set forth in this Agreement.
- (b) Parent/Legal Guardian agrees that he/she has fully read, understands, and agrees to this Agreement; the Program Description (Program Description) set forth below, including but not limited to the activities, policies, and risks described therein; and any other materials provided by Duke regarding the Program. Parent/Legal Guardian agrees that he/she has discussed the Program in detail with the Participant.
- (c) A complete Program Description can be found online at

<https://sites.duke.edu/swim/>

All participants will attend two math courses, afternoon group work, SWiM lectures given by local professors at Duke, UNC and NCSU, as well as field trips to NC Museum of Art and Duke Lemur Center. All the participants will give their group presentations on the last day and all the presentations will be broadcast in live stream video. Participants will also attend useful panel discussions as well as social activities. Throughout the workshop students will meet undergraduate students, graduate students and faculty of the Department of Mathematics at Duke University. All workshop participants will be housed in Duke campus housing (chaperoned by female undergraduates), and thus get a glimpse of life as Duke undergraduates.

Visitors are typically not allowed except in extreme circumstances. Any allowed visitors must be over 21 years old and approved in advance in writing by the Parent/Guardian. Any approved visitors will be required to check in and out with Program staff when they arrive and depart and must verify their identity with Program staff by showing a drivers

license or other official identification. Except as otherwise provided in this Agreement and/or the related medical forms, Participants are not allowed to hold any medications. Participant must comply with all behavioral requirements established by Duke.

- (d) Duke reserves the right, in its sole discretion, to add, modify, or remove elements of the Program or cancel the Program.

2. Behavioral Requirements; Duke Policies; Dismissal from the Program

- (a) Parent/Legal Guardian understands and agrees that (i) Participant must comply with all behavioral requirements established by the Program, as set forth or linked to in the Program Description; (ii) Participant must in all cases and at all times act with a high regard for the health and safety of Participant and others; and (iii) Participant must follow and not deviate from all the directions and procedures communicated to Participant by those operating the Program.
- (b) Parent/Legal Guardian acknowledges and understands that Participant is subject to and must comply with all Duke policies, rules, and regulations, applicable to the Program, as they now exist or are later amended, including without limitation the policies that may be referenced in the Program Description and related Program materials.
- (c) Duke may dismiss a Participant from the Program if Duke determines, in its sole discretion, that Participant has not complied with the behavioral requirements for the Program Participant has violated a law Participant has violated any Program policy, any applicable Duke policy, or any relevant third party policy Continued participation by Participant in the Program poses a risk to the health, safety, or welfare of the Participant or others Continued participation by Participant in the Program will materially disrupt the Program.
- (d) If Duke dismisses Participant from the Program, Duke will inform Parent/Legal Guardian of the decision. If Parent/Legal Guardian is unavailable, Duke will inform an emergency contact, as designated by Parent/Legal Guardian on the required medical forms. Once Duke notifies the Parent/Legal Guardian or an emergency contact that Duke has dismissed Participant from the Program, the applicable person must pick up Participant and remove them from the Program within twenty-four hours. If Duke dismisses Participant from the Program, Duke will not refund Program fees.

3. Reasonable Accommodations; Insurance

- (a) Parent/Legal Guardian has read, understands, and acknowledges the requirements of the Program and represents that Participant is able to meet those requirements. Further, Parent/Legal Guardian understands that, if at any point, Duke determines based on an individualized assessment that Participant is unable to meet the requirements, with or without accommodations, Duke may remove the Participant from the Program.
- (b) Duke has a reasonable accommodations process through which Parent/Legal Guardian can request disability accommodations on behalf of Participant. We encourage Parent/Legal Guardian to discuss with the Program Director, as early as possible, any potential concerns or modifications that they may need to request for the Participant. Please contact Duke at (919) 668-1267 if you would like to discuss further.
- (c) 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 U.S.-based medical insurance policy that covers the Participant for injuries and illnesses that the Participant may sustain or experience while participating in the Program.

4. Health Information; Authorization for Treatment

This Program requires the completion of a Medical History Form (Form 1), a Health Care Provider Form (Form 2), and a Consent to Health Care for Minor Form (Form 3). International participants must also complete a TB Screening Questionnaire (Form 4). These forms are attached hereto and incorporated herein by reference. These completed forms will be held by appropriate Program personnel.

These forms must be completed within the timelines required by the Program. If such forms are not completed prior to the start of the Program, Duke, in its sole discretion, may determine that the Participant will not be allowed to attend the Program.

5. New Environment

Parent/Legal Guardian recognizes that adjusting to a new environment, which often involves being away from current support systems, can be a stressful and emotionally challenging experience for Participant. Parent/Legal Guardian acknowledges these challenges and agrees to identify and provide, as necessary based on the Participants individual circumstances, additional support, professional counseling, and/or medical assistance both prior to and during the Program.

6. 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.

7. ASSUMPTION OF RISK; RELEASE AND WAIVER OF LIABILITY

- (a) 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 Participants health and safety that may arise from or be caused by Participants participation in the Program. Parent/Legal Guardian agrees that he/she has explained these risks to the Participant.
- (b) 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:

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.

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.

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.

8. 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 any Durham-based court of the State of North Carolina or the federal 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.