
[organization]

[name of program or activity]

PARTICIPATION AGREEMENT FOR ONLINE ACTIVITY AND RELEASE OF LIABILITY (minor)

I, _____, the parent or legal guardian of _____, desire for my child to participate in the _____ (“Activity”) and, in consideration of him/her being allowed to participate in the Activity, I acknowledge and agree as follows:

1. I give permission for my child to participate in the Activity online, which may include, but is not limited to, the following: virtual group conversation, two-to-one tutoring/training sessions, virtual instruction, and/or interactive learning sessions in an online platform. I acknowledge that the Activity may expose my child to hazards or risks that may include, but are not limited to, the risk of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyberstalking, online grooming, cyber predators, digital footprint, reputation loss, compliance violations, brand hijacking, and/or image replication, and I hereby elect to voluntarily participate in the Activity, and engage in such activity knowing that the activity may be hazardous to the participant and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by my child, or any loss or damage to property owned by me, as a result of my child being engaged in the Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES (defined in paragraph 5 below) or otherwise.

2. 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.

3. 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 Rice University or the organizers incurring any liability.

4. I give permission for Rice University to collect information from me and my child through an online platform. I also grant Rice University 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 Rice 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.

5. I fully and forever RELEASE, WAIVE AND DISCHARGE, and COVENANT NOT TO SUE, Rice University (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, or use of my child’s image, voice or name by Rice 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 Rice University or others.

6. 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 Rice University.

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: _____