

## ***Boston College***

Education for Students by Students, a BC Registered Student Organization  
Office of Student Involvement, Carney Hall First Floor  
140 Commonwealth Avenue  
Chestnut Hill, MA 02467

BC Splash  
(617) 297-7524  
bcsplash@gmail.com

### **Boston College Splash**

#### **Liability Release, Waiver, Discharge and Covenant Not to Sue**

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, Release), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, Releasor, I or me, which terms shall also include Releasors parents or guardian, if Releasor is under 18 years of age) to the Boston College (BC).

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the program, trip or other activity described on Exhibit A[1] which is attached to and incorporated in this Release (the Activity). As the undersigned Releasor, I understand that BC does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by BC, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this activity, and I release BC and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors (collectively Releasees), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively Liabilities), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require.

I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

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Signature of Parent or Guardian

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Date

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### **Photo Release**

I grant Boston College, Education for Students by Students (ESS), located at 21 Campanella Way, Chestnut Hill, Massachusetts, U.S.A., and Learning Unlimited, Inc. ("Learning Unlimited"), located at 527 Franklin Street, Cambridge, Massachusetts, the perpetual, non-exclusive, royalty-free right and license to:

- 1 - Record my participation and appearance on digital or film photography, video tape, audio tape, or any other medium (collectively, the "Recordings") during Splash on **NOVEMBER 5<sup>th</sup>, 2017**.
- 2 - Use my name (or any fictional name), likeness, voice and biographical material in connection with these Recordings to be used only in or for ESP and/or Learning Unlimited written, electronic, and web publications (Purpose).
- 3 - Reproduce, distribute, publicly display and/or publicly perform, in print, electronic or any other medium, copies of the Recordings, in whole or in part. Grantor represents that he or she possesses all rights necessary to grant this permission for and in connection with the Purpose.

This grant of rights is made voluntarily by me. I further agree to release and forever discharge BC, ESS, and Learning Unlimited, and their respective agents, employees, and designated representatives, from any and all claims in law or equity that I, my heirs or personal representatives, have or shall have, arising out of Recordings. This release is governed in accordance with the laws of the Commonwealth of Massachusetts.

**THIS IS A RELEASE OF YOUR RIGHTS. READ THIS FORM CAREFULLY AND UNDERSTAND BEFORE SIGNING.**

### EXHIBIT A

**Splash 2017 is a project of Education for Students by Students, a BC registered student organization and a division of Learning Unlimited, Inc ("Learning Unlimited"). Splash offers noncredit enrichment courses to 9<sup>th</sup>-12<sup>th</sup> grade students on **NOVEMBER 5<sup>th</sup>, 2017**. This program is designed to give students a chance to take courses in a wide variety of topics. The program includes check-in and registration, Splash Small Group sessions, 5 hours of classes, and 1 hour each for lunch. Some classes may involve athletic activity or the use of craft/construction tools. Student participation may be recorded on digital or film photography, videotape, audiotape, or any other medium. Students may only attend classes for which they are registered to attend. Parents may attend classes only under special circumstances at the discretion of the teacher.**

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Signature of Parent or Guardian

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Date



Evening Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_