**RELEASE AND WAIVER OF LIABILITY**

Bellevue University (“BU”) has committed to sponsor and make available to its employees, students, and/or members of the public the following event(s) or program(s) (the “Program”):

 GenCyber Summer Camp

 June 24th – 28th, 2019

 The GenCyber Summer Camp provides an opportunity for students to learn cybersecurity concepts and apply them in a variety of hands-on activities and exposes students to cybersecurity career opportunities.

This program [ ] does [x] does not include overnight stays on the Bellevue University campus in student housing facilities.

I, the undersigned, wish for my child, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert participant’s name*), (“Child”) to participate in the above referenced Program. In consideration for my Child’s participation in the above-identified Program, I hereby freely and voluntarily, without duress, agree as follows:

1. **Assumption of Risks**
	1. I acknowledge and understand that my Child’s participation in the Program is entirely voluntary.
	2. I acknowledge and understand that as part of my Child’s participation in the Program there are dangers, hazard, and inherent risks to which my Child may be exposed, including the risk of bodily injury, death, or damage or loss of property that might result not only from his/her own actions, inactions, or negligence but also that of others, the rules of play, or the condition of the premises or of any equipment used, and that there may be other risks neither known nor reasonably foreseeable.
	3. I further acknowledge and agree, on behalf of my Child, that his/her participation in the Program is entirely voluntary and that I voluntarily accept and assume all risk of participation.
	4. I understand that Bellevue University assumes no responsibility for or obligation for any damages, losses, or harm my Child may sustain due to his/her participation in the Program.
2. **Release and Waiver of Liability.**
	1. For myself, my Child and all those who may claim through him/her, I hereby forever release BU and its officers, directors, employees, attorneys, representatives and agents, collectively and individually, (collectively, the “Released Parties”) from any and all claims, losses, damages (including attorney fees), demands, costs, complaints, actions, or causes of action of any kind or nature, which may arise as a result of my Child’s participation in the Program.
	2. I understand and acknowledge that this Agreement discharges BU and the Released Parties from any and all liability or claim for against it with respect to any bodily injury, personal injury, illness, death, accident, monetary loss, or property damage that may result from my Child’s participation in the Program.
	3. I promise and agree that I will not sue BU or any of the Released Parties for any claims, losses, damages (including attorney fees), demands, costs, complaints, actions, or causes of action of any kind or nature, arising out of my Child’s participation in the Program. I further agree that BU and any Released Party may plead this agreement as a full and complete defense to any suit brought in violation of this promise.
3. **Hold Harmless and Indemnification.**  I further agree to hold harmless and indemnify BU and the Released Parties harmless with respect to any loss, claim, or expense it may sustain by reason of my Child’s actions or participation in the Program.
4. **Consent for Emergency Medical Treatment.** In the event of an accident or serious illness, I hereby authorize BU to obtain medical treatment for my Child on my behalf. I agree to hold harmless and indemnify BU from any loss, claim, cause of action, damages, and/or liabilities arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Program.
5. **Photo/Video/Audio Release**. I hereby grant to BU the right to take photographs, video recordings, and/or audio recordings of my Child in connection with the Program. I further irrevocably grant to BU, its assigns, officers, employees, and agents, unrestricted rights to copyright, use, and publish such photographs, video recordings, and/or audio recordings of my Child with or without his/her name in any medium and for any lawful purpose including, but not limited to, educational, promotional, advertising, or other purposes. I voluntarily waive any compensation or right to inspect or approve the use of such photographs, video recordings, and/or audio recordings. I further consent to the release of said photographs, video recordings, and/or audio recordings for the above-stated purposes and in accordance with the terms stated above, pursuant to the consent provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232 *et seq*., if applicable.
6. **Governing Law and Forum**. Any dispute arising from this Statement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska. Each party agrees that any action by either party to enforce the terms of this Agreement may be brought by the other party in an appropriate state court in Sarpy County, Nebraska or federal court in Nebraska and waives all objections based upon lack of jurisdiction or improper or inconvenient venue of any such court.
7. **Severability.** I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.
8. **Agreement Binding on Representatives.** I enter into this Agreement for myself, my Child, as well as any and all of my heirs, assignees, subrogors, distributees, family members, next-of-kin, executors, personal representatives, administrators, and successors of every kind.

By signing this document, I hereby certify that I have had the opportunity to ask any questions I have about this Agreement, that I have read and understand it, that I accept its terms, that I have signed it knowingly, voluntarily, and without duress.

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| Parent/Guardian Signature *(required if Participant is under 19 years old)* |  | Date |
|  |  |  |
| Parent/Guardian Printed Name |  |  |