

**ROCHESTER INSTITUTE OF TECHNOLOGY
RELEASE AGREEMENT CONCERNING MINOR CHILD**

As the parent and/or legal guardian of _____ (the "Participant"), I give permission for him/her to participate in the _____ Computer Science House Insights Overnight Program _____ (the "Activity") at Rochester Institute of Technology ("RIT"). As a precondition to the Participant's involvement in the Activity, I have read the following Release Agreement (the "Agreement") and agree to its terms.

1. Assumption of Risk. I understand that participation in the Activity entails inherent risks, including, but not limited to, the risks described in the Activity Detail Form on the reverse side of this Release Agreement. I acknowledge that some of the Activity may be provided by independent third parties, such as transportation companies, park operators, family entertainment providers ("Providers"). These Providers are not agents of, or represented by RIT, and RIT is not liable for the negligent or otherwise wrongful acts or omissions of these third party Providers. I have been given the chance to ask questions concerning this Activity Detail Form and all such questions have been answered to my satisfaction. Having read this form, both the Participant and I am fully aware of the risks and hazards associated with the Activity, and hereby consent to the Participant's involvement in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that I and/or the Participant sustain arising from the Participant's involvement in the Activity, unless caused by the gross negligence or wilful misconduct of RIT, its officers, trustees, agents, employees or volunteers (the "Releasees").

2. Liability Release. In consideration for RIT allowing the Participant to participate in the Activity, I and the Participant agree not to sue the Releasees and release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever which I and/or the Participant may have arising out of any loss, damage, or injury, including death, that may be sustained by me and/or the Participant, or to any property belonging to me or the Participant, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.

3. Indemnification. I agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that Releasees may incur arising from the Participant's involvement in the Activity, excepting those claims arising from the gross negligence or wilful misconduct of the Releasees.

4. Warranty of Physical Fitness. Both the Participant and I warrant that the Participant is physically fit and in a condition that will allow him/her to participate fully in the Activity. We understand the Releasees have not made, nor will make, any investigation into the Participant's physical fitness or ability of the Participant to participate in the Activity, and Releasees are relying on my warranty concerning Participant's physical condition. I maintain medical insurance that covers the Participant for accidents and illnesses while participating in this Activity. I assume full responsibility for payment of medical expenses not covered by this insurance incurred as a result of the Participant's involvement in the Activity.

5. Emergency Medical Treatment. I grant the Releasees permission to authorize emergency medical treatment for the Participant, as they deem appropriate, and agree that such action by the Releasees shall be subject to the terms of this Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

It is my express intent that this Agreement shall bind me, the Participant, the members of my family and spouse (if any), my estate, heirs, administrators, assigns or personal representatives. I agree that this Agreement and any claim arising from participation in the Activity shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws provision. The courts in Monroe County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both pages of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I am the parent or legal guardian of the Participant and that I sign this Release Agreement voluntarily.

Name of Parent or Guardian (printed)	Signature	Date
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Name of Participant (printed)	Signature	Date
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THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

(rev.5/2003)

