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**Release of Liability and Waiver of Claims**

The following form is required to provide legal consent for participation by a minor in a Hendrix College program or activity. Please complete, sign and date, and return this form.

**Student Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I hereby acknowledge that Student has voluntarily elected to participate in the Hendrix College Programming Contest (“Program or Activity”) at Hendrix College on March 15, 2025 (Date) and that such enrollment is with my acknowledgment and consent. **In consideration for Student being permitted by Hendrix College to participate in the Program or Activity, offered by Hendrix College, I hereby acknowledge and agree to the following:**

**Release and Waiver of Liability:** I acknowledge and agree that Hendrix College shall not be liable or responsible in any way for, and I hereby waive all claims and causes of action against the College with respect to or arising out of any death or injury of any nature whatsoever that may be suffered or sustained by Student or Parent/Guardian or any other person in connection with the Hendrix College program or activity or any loss or damage or injury to or theft or loss of any property belonging to me on Hendrix College’s property including but not limited to any property placed by me in or about Hendrix College buildings, grounds or facilities. The provisions of this paragraph shall bind me, my personal representatives, heirs, executors, administrators, agents, and assigns and shall survive the completion of the Hendrix College program or activity and the termination of this Agreement.

**Indemnity:** I acknowledge and agree to indemnify, defend and hold Hendrix College harmless from and against any and all losses, damages, claims or liabilities (including attorneys’ fees, litigation expenses and costs of appeals) including, but not limited to, any damage to any property, or injury, illness or death of any person occurring in, on, or about Hendrix College property, or any party thereof, arising from participation in the Hendrix College program or activity provided, however, excluding loss as a result of the gross negligence or intentional act of Hendrix College. The provisions of this paragraph shall bind me, my personal representatives, heirs, executors, administrators, agents, and assigns and shall survive the completion of the Hendrix College program or activity and the termination of this Agreement.

**Property Damage.** If Student damages property belonging to Hendrix College or any other facility providing service to the Hendrix College program or activity or belonging to any individual associated with any of the foregoing, I agree to indemnify the injured party, regardless of whether the loss of damage arises out of the joint or concurrent negligence of any other party.

**Severability.** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**Choice of Law**: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Arkansas.

**Acknowledgements**: I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

**Assumption of Risk:** I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with this activitysuch as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss. These injuries or outcomes may arise from the Student’s or other’s actions, inactions, or negligence, or the condition of the Activity location (s) or facility (ies). Nonetheless, I assume all risks of the Student’s participation in this Activity, whether known or unknown to me, including travel to and from the Activity or any events incidental to this Activity.

**Medical:** If the Student needs medical treatment as a result of participation in this Activity, travel to and from the Activity, or any events incidental to this Activity, I agree to be financially responsible for any costs incurred as a result of such treatment.

I recognize that I have the right to revoke this consent and that this consent is not needed when Student reaches the age of 18 or meets any of the conditions in which state law does not require parental consent for treatment.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.**

**S/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Adult Participant

For participants who are minors, I certify that I have custody of Student or am the legal guardian of Student by court order.

**S/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Of parent/guardian)

Name of Parent/Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of Minor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please print) (Please print)