**Tufts Campus – Minors**

Release of Liability and Hold Harmless Agreement

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the parent/guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Student”) approve and give permission for the Student’s participation in Tufts Tutoring at Tufts University.

In consideration of the Student being permitted to participate in the Program, I, to the fullest extent permitted by law, on behalf of myself, the Student, my spouse, heirs, representatives, executors, administrators and assigns, **AGREE TO AND DO FOREVER RELEASE, WAIVE, AND DISCHARGE** **TUFTS UNIVERSITY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, STUDENTS AND VOLUNTEERS (COLLECTIVELY REFERRED TO AS THE “RELEASEES”) FROM ANY CAUSE OF ACTION, CLAIMS, OR DEMANDS OF ANY NATURE WHATSOEVER**, including but not limited to a claim of negligence which I or the Student, my spouse, heirs, representatives, executors, administrators and assigns may now have or have in the future against the Releasees on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to the Student’s participation in the Program and/or the use of facilities, equipment, or services in association with the Program howsoever the injury is caused, whether by the negligence of the Releasees or otherwise.  In consideration of the Student’s participation in the Program, I **COVENANT NOT TO SUE** **AND AGREE TO** **INDEMNIFY AND HOLD HARLMLESS** the Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to the Student’s participation in the Program and the Student’s use of facilities, equipment, or services in association with the Program.

I (Student and Parent/Guardian) authorize Tufts University, its employees and agents, to act on my behalf in the event of an emergency during the Student’s participation in the Program, and to take whatever actions they may consider to be warranted under the circumstances regarding the protection of the Student’s health and safety.  I know of no medical reason why the Student should not participate in the Program. I understand that any circumstance or event arising from the Student’s participation in the Program may not be covered by insurance maintained by Tufts University.  The Student has medical insurance and I will pay the Student’s medical and emergency expenses in the event of accident, illness or other incapacity.  I recognize that it is my responsibility to advise Tufts University of any special accommodations, needs or medical considerations (e.g. allergies) that may affect the Student’s participation in the Program.

I understand that if the Student does not follow the directions being given by Tufts University’s employees and volunteers or by his or her teacher, the Student may be asked to terminate his or her participation in the Program.

I, on behalf of myself and the Student, hereby grant to Tufts University, its officers and employees (collectively, the “University”) and its agents and assigns the worldwide, perpetual, irrevocable right to (i) photograph and/or videotape the Student and (ii) reproduce, distribute, display, create, derivative works of and otherwise use the Student’s name, photograph, video, film and likeness for, and in connection with, any purpose, including, without limitation, the University’s public relations, publicity, promotion, fundraising and recruitment purposes, for any means, methods and media (print and electronic) now known or in the future developed that the University deems appropriate.  I make this grant of rights with the understanding that no compensation will be paid to me or the Student by the University for such grant.  I understand and agree, on behalf of my self and the Student, that all right, title and interest, including copyrights, in the materials created by the University pursuant to this agreement are the exclusive property of the University and that the Student and I will obtain no rights in such materials.  I also understand that the University is no actually required to use any photograph or likeness in any way.

I acknowledge and agree that, except as otherwise specified below, I will be responsible for picking up the Student at the end of each session consisting of the Program.

I acknowledge and represent that I have read the foregoing Release, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements have been made.  I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Student’s Name:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of Parent/Guardian         Date