

**LIABILITY WAIVER, ASSUMPTION OF THE RISK, PHOTO & MEDIA RELEASE,
AND INDEMNIFICATION AGREEMENT**

In consideration for NC State allowing my minor child to participate in the *NC Science Olympiad Program*, (hereinafter “Program”), I, for myself and on behalf of the minor child below listed (“Minor”), agree as follows:

I affirm and acknowledge that the Minor is participating in the Program for his/her own personal benefit. I understand that the Minor will participate in recreational and other activities as part of the Program, and that such activities have inherent dangers and physical risks. I understand and acknowledge that the inherent dangers and physical risks involved in these activities are such that no amount of care, caution, instruction or expertise can eliminate them. These dangers and risks include, but are not limited to, loss of or damage to personal property, strains, sprains, bruises, heat exhaustion, and other personal injuries, or even death, that could result from tripping, falling, contact with other individuals, and equipment failure, among other causes.

I consent to my child participating in a virtual tournament which may involve video conferencing with event volunteers and a “camera on” testing environment. I understand that participation by Participant in the Program includes risks inherent to the online setting, such as, but not limited to, the risks of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, and image replication.

Additionally, I understand that the coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization and has become widespread, including within North Carolina. COVID-19 is very contagious and believed to be spread mainly from person-to-person contact. I understand and appreciate that there are known and potential dangers of utilizing the Program’s facilities, services and programs, and I acknowledge that the use of these facilities and services may, despite the Program’s reasonable efforts to mitigate the dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death. The Center for Disease Control and state and local health departments, are reviewing and updating their respective guidance on the pandemic and its impact nearly every day.

I assume responsibility for all risks, known and unknown, involving the Minor’s participation in the aforementioned activities, and I voluntarily authorize his/her participation in reliance upon my own judgment and knowledge of the Minor’s experience and capabilities.

I represent that I am the parent or legal guardian of the Minor and I have authority to enter this Agreement. I also represent that the Minor is in proper physical and other condition to participate in the Program. I understand that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Program, and if necessary, I will consult with the Minor’s physician for appropriate guidance.

I give permission to any doctor, hospital, or other medical facility to release confidentially to the treating physician(s) for the Minor any information they may have concerning his/her medical condition and their professional contact with him/her for treatment purposes. I hereby grant my permission for such diagnostic, therapeutic, and operative procedures as deemed necessary for the

Minor. I further understand that treatment for any medical problems the Minor may suffer is my responsibility and will be paid by me and/or covered by my insurance. A photocopy of this permission is to be considered valid as the original.

On behalf of myself and the Minor, I hereby agree to indemnify and hold harmless NC State University and its trustees, officers, directors, employees and agents (the "Released Parties") from any liability, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys' fees, arising from, resulting from, or relating in any way to the Minor's participation in the Program. I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any liabilities which may be incurred as a result of such claim.

I understand that the Minor and I are required to be familiar with and abide by the Program's rules and regulations, including any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while s/he is participating in the Program.

Check one:

I agree to allow NC State or its agents to photograph or record the Minor during the Program. I further agree that the Minor's image or likeness in photographs, videos, or audio may be used for educational or promotional purposes, including posting on the Internet. I agree that the use described herein may be without compensation to me or the Minor. I waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with the printed matter now or in the future. I expressly release NC State, its agents, employees, licensees and assigns from any and all claims which I or the Minor may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such recordings.

I do not wish my child's photo to be used for educational or promotional purposes.

I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, and have full capacity to enter into this agreement and do so voluntarily.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Signature of Parent/Guardian: _____ Date: _____

Printed Name: _____ Name of Minor: _____

Child's School: _____