

# RELEASE AND HOLD HARMLESS AGREEMENT

## 2009 EOP PROGRAMS

Student name: \_\_\_\_\_

(Please print clearly and complete this form in blue or black ink)

**PLEASE READ THIS CAREFULLY!** It affects any rights you may have if your child is injured or otherwise suffers damages as a result of participation in the Early Outreach Program sponsored by Iowa State University and the State of Iowa, **June 7 through June 26, 2008.**

In return for Iowa State University providing ROOM, BOARD, ACADEMIC INSTRUCTION, FIELD TRIPS, RECREATION, and other good and valuable consideration, YOU AGREE and state, as follows:

(1) I UNDERSTAND THAT INJURIES AND DAMAGES to my child are possible, including injuries common to the activities of EOP Program, but ALSO SERIOUS, UNCOMMON, AND UNFORESEEABLE INJURIES. I hereby voluntarily elect for my child to participate.

(2) I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Iowa State University, the Board of Regents of the State of Iowa, the State of Iowa, its officers, servants, agents, or employees, (hereinafter referred to as RELEASEES) from any and all liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury that may be sustained by me or my child, or to any property belonging to me or my child. FURTHER, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, damage, costs, including court costs and attorneys' fees, that releasees may incur due to my child's participation.

(3) It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Iowa.

By signing this release of liability, I STATE THAT I HAVE READ AND UNDERSTAND THE CONDITIONS SET FORTH IN THIS RELEASE, THAT I AGREE TO ALL THE CONDITIONS SET FORTH HEREIN, AND THAT I SIGN THIS VOLUNTARILY.

Full Name **Printed** of Parent/Legal Guardian \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_\_

Permanent Address \_\_\_\_\_

Phone number \_\_\_\_\_ E-mail \_\_\_\_\_

If accepted, I will follow all rules and guidelines established for the EOP Program meaning that I will not smoke, drink alcoholic beverages, use drugs other than prescribed medication, engage in threatening or violent acts, or disregard the rules outlined in the student handbook. I realize that if I fail to follow the above mentioned rules, I may be asked to leave the EOP program without refund, and furthermore, this may result in my not attending classes in the future.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**Return to EOP, Iowa State University, 357 Carver Hall, Ames, IA 50011-2060, BEFORE March 20, 2009**