

Jack Kent Cooke Foundation

Waiver and Release Form

Your signature for this Waiver and Release Form waives certain legal rights that you and/or or your minor child may have, now and into the future. Read this form carefully before you sign it. If you have any questions or concerns, you are welcome to consult with your own attorney before agreeing to the terms set out below.

In consideration for participating in [the Event], Participant (defined as any person participating in the Event) agrees on behalf of Participant (and Participant's minor child, if applicable) as well as any legal successors, to release the Jack Kent Cooke Foundation, and its affiliates, directors, officers, employees, agents, sponsors, contractors, subcontractors, students, successors and assigns (collectively "JKCF"), from any and all liability, claims, or causes of action for any injury, loss, or damage of any kind to Participant or his/her property relating to Participant's participation in [the Event], including liability arising out of perceived negligence on the part of any person acting on behalf of JKCF, as well as punitive or exemplary damages. Participant agrees not to sue or assert any claims against JKCF for injuries, losses or damages sustained as a result of acts of God, war, strikes or government restrictions, terrorist activities, or the acts or omissions of any other third parties, including, but not limited to, hotels, guides, college campuses, and subcontracted agents. Participant will indemnify and hold harmless JKCF from all claims, judgments, costs and expenses, including attorneys' fees, incurred in connection with any action that may be brought as a result of Participant's participation in [the Event].

Participant also agrees to abide by the rules and directions of JKCF and understands that if Participant violates such rules or directions, Participant may be sent home at his/her own risk and expense. Participant may be immediately removed from [the Event] for any of the following causes: (a) Illegal activity of any kind; (b) Sexual activity involving a minor (person under 18 years of age); (c) Violence or threats of violence; (d) Cursing, verbal harassment or disrespect; (e) Indecent behavior or language; (f) Possessing or consuming alcoholic beverages or illegal drugs; (g) Leaving, straying away from, or abandoning the event without the clear consent of a chaperone (h) Violation of curfew; (i) Any act that threatens the health or safety of another person; or (j) Violation of guidelines set forth by the JKCF and its staff.

If Participant becomes ill or incapacitated, JKCF staff may, in its sole discretion, take any action it deems necessary for Participant's safety and well-being, including seeking medical treatment, and contacting the emergency person identified by Participant. It is Participant's responsibility to carry an updated health insurance card with them at all times if Participant is insured. Participant understands that JKCF will provide no medical insurance for such treatment, and that the cost will be at Participant's expense.

Participant grants JKCF the right to take and use photographs and/or video and to use Participant's name for any lawful purpose. Participant acknowledges and agrees that he/she has no expectation of privacy or confidentiality while participating in [the Event]. Participant agrees that he/she will receive no financial compensation for any use of photographs and/or videos or Participant's name.