



For Staff Only:

# RISKS, LIABILITY, RELEASE FORM

All youth participants, parents, volunteers, and guests (hereafter "participant(s)") must sign this document. For youth under 18 years of age (hereafter "minor child"), this document must be signed by at least one parent or guardian (hereafter "parent"), and the minor child.

## I. Acknowledgment, Assumption, and Acceptance of Risks

### I (adult participant, or parent for and on behalf of their participating minor child),

- assume and accept full responsibility for myself, or my child, for the inherent or other risks (both known and unknown) of these programs, and for any injury, damage, death, or other loss, suffered by me, or my minor child, resulting from those risks.
- understand that ITE cannot assure the participant's safety or eliminate these risks, and that all participants share in the responsibility for their own safety.
- understand that I am voluntarily participating, with knowledge of the risks, and can do so without causing harm to myself or others.
- understand that the information provided is not complete and that other unknown or unanticipated activities, risks, and outcomes may exist.
- understand that should I have questions about the nature and physical demands, as well as the risks associated, of planned ITE activities, programs, or events, ITE employees and agents are available.
- have read and understand the above information, and all other ITE information provided to me.
- have read, reviewed, completed, and signed the provided necessary forms or paperwork.

## II. Release and Indemnity Agreement

In consideration of the services of ITE, staff, advisors, board members, teaching assistants, independent contractors, and all other persons or entities associated with it (collectively referred to as "ITE"), participants and parent(s) of a minor child participant, I acknowledge and agree as follows for the enrollment in an ITE activity, program, or event. **This Release and Indemnity Agreement contains a surrender of certain legal rights.**

### I (adult participant, or parent for and on behalf of their participating minor child), agree to:

- release and not sue ITE, with respect to all claims, liabilities, suits, or expenses (hereafter "claim or claims"), asserted by or on behalf of me or my minor child, in any way arising from or related to with my, or my minor child's enrollment or participation in ITE activities, programs, or events, or use of ITE's equipment or facilities. I understand that in signing this document, I, my minor child, and anyone acting on my or my minor child's behalf, surrender our respective rights to make a claim against ITE for any injury, damage, death or other loss suffered by me or my minor child.
- defend and indemnify ("indemnify" meaning protect by reimbursement or payment including costs and attorneys fees) ITE, with respect to all claims, brought by or on behalf of me, my minor child, a family member, a co-participant or another party, in any way arising from or related to my, or my minor child's participation in an ITE activity, program, or event, or use of ITE equipment or facilities.

*This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence of ITE (but not its gross negligence or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, breach of contract, or otherwise.*



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The following provisions apply to the Acknowledgement, Assumption, and Acceptance of Risks and the Release and Indemnity Agreement:

- ITE is authorized to obtain from me, any of my or my minor child's relevant medical information; to provide medical care, or secure emergency medical care, hospitalization, surgical or other care for me, or my minor child.
- I authorize ITE to administer emergency medical care and I understand that non-licensed medical providers may assist in providing such care.
- I agree that Arizona State law (without regard to its conflict of law rules) governs this document, and any dispute I have with ITE and all other aspects of my relationship with ITE, and that any mediation, suit or other proceeding must be filed or entered into only in Pima County, Arizona. I will attempt to settle any dispute through mediation before a mutually acceptable Arizona mediator. To the extent mediation does not result in a resolution the dispute will be submitted to binding arbitration through the American Arbitration Association in Arizona. I also agree to pay all costs for attorneys' fees incurred by ITE in defending a claim or suit, if that claim or suit is withdrawn, or to the extent a court or arbitration determines that ITE is not responsible for the injury or loss.

Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions and those remaining provisions shall continue in full force and effect.

### III. Media Release

- I hereby grant ITE and its professional partners the right to take photographs and videos of me, and/or my minor child, and to use the finished images in any legitimate uses that ITE or its professional partners deem proper (befitting the mission), including publications, websites, and social media forums. Furthermore, I relinquish and give to ITE all right, title and interest I may have in the finished pictures, negatives, reproductions and copies of the original prints, negatives, and videos. I also grant ITE, or its professional partners, the right to publish and/or release to the media information about myself, or my minor child, as it relates to the ITE activity, program, or event.

Adult Participant(s), or Parent(s) of a participating minor child, Volunteer, or Guest must sign below prior to participating in any ITE activity, program, or event:

*I have carefully read, understand and voluntarily sign this Document (Acknowledgment, Assumption, and Acceptance of Risks, Release and Indemnity Agreement, and Media Release) and understand that I am surrendering certain legal rights.*

*I acknowledge that it shall be effective and binding upon me, or my participating minor child, and other participating family members, or my heirs, executors, representatives, and estate.*

**Participant Name** \_\_\_\_\_

**Participant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Parent/Guardian Name** \_\_\_\_\_

**Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
(if participant is under 18)