



## Trustees of the University of Pennsylvania Programs WAIVER AND RELEASE

In return for permission to participate in \_\_\_\_ **Name of Program** \_\_ presented during the 2023-2024 by the University of Pennsylvania, and with the understanding that there are certain risks in connection with such activity, and intending to be legally bound, the undersigned, as a participant in the program and/or on behalf of the child participating for whom the undersigned is a parent or legal guardian, hereby agrees to:

1. Release, waive, discharge and agree not to sue the Trustees of the University of Pennsylvania and all its successors, assigns, affiliates, officers, directors, employees and agents (“Penn”) from all manner of actions and causes of action, suits, debts, accounts, judgments, claims and demands whatsoever in law or equity, and attorney’s fees, including all claims arising out of any incidents involving or allegedly causing personal injury or emotional distress in any way by reason of participation in the program;
2. Assume any and all risks arising from his or her, or his or her minor child’s participation in the program, including without limitation, the risks of bodily injury or property damage, the unavailability of emergency medical care or the negligent or the deliberate act of another person.
3. Indemnify, defend and hold the Trustees of the University of Pennsylvania, its directors, officers, employees and agents harmless from any and all claims, causes of action, damages, judgments, costs or expenses that arise out of or relate to the negligent or intentional act or omission of the undersigned or undersigned’s minor child.
4. **COVID-19 Addendum:** My permission as granted hereby includes an acknowledgement that due to the ongoing nature of the COVID-19 pandemic, changes to program elements, scheduling, and/or individual participant eligibility requirements, and/or program cancellations, may need to be made by the University of Pennsylvania and/or its agents from time to time in the light of changing conditions; and my consent given hereby includes my consent to such responsive changes and/or cancellations implemented by the University. I acknowledge and agree that the University retains the right in its reasonable discretion to determine if and when program changes and/or cancellations warrant the issuance of any full or partial refund. I understand the risks to me, my family, and my child associated with the transmission of respiratory disease, including but not limited to COVID-19, and my agreement to release, indemnify, and hold harmless the University encompasses health and/or safety risks relating in whole or in part to such disease.

Each of the undersigned expressly acknowledges that he/she has read and understands this Agreement and Release and signs it freely and voluntarily.

Name of Participant (*please print*)

\_\_\_\_\_

Signature of Participant

\_\_\_\_\_ Date \_\_\_\_\_

Name of Parent/Legal Guardian (*please print*)

\_\_\_\_\_

Signature of Parent/Legal Guardian

\_\_\_\_\_ Date \_\_\_\_\_