EXHIBIT A

Educational Studies Program, an MIT Student Club

Liability Release, Waiver, Discharge and Covenant Not to Sue

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, Release), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, Releasor, I or me, which terms shall also include Releasors parents or guardian, if Releasor is under 18 years of age) to the Massachusetts Institute of Technology (MIT).

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the program, trip or other activity described on Exhibit A[1] which is attached to and incorporated in this Release (the Activity). As the undersigned Releasor, I understand that MIT does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by MIT, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this activity, and I release MIT and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors (collectively Releasees), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively Liabilities), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require.

I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ THIS FORM CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(Releasor’s Signature)                                             (Parent’s Signature, if Signatory is minor)

(Print Name)                                                   (Print Name)

(Date)                                                        (Date)

EXHIBIT A

The High School Studies Program (HSSP) Fall 2008 provides 7th through 12th grade students the opportunity to enrich their learning experience by taking classes on a wide array of topics taught by MIT and ESP affiliates. HSSP occurs on 9 Saturdays from 1:00pm to 5:00pm and costs $30 if the student has registered on-line, or $40 for on-site registration. A student may enroll for up to two classes, one during each of the time blocks: 1:00pm—3:00pm, and 3:00pm—5:00pm.

Teachers will issue permission slips for any activities occurring outside of the regular HSSP schedule, off-campus travel, or the use of media (movies, TV shows, music) rated beyond PG. ESP may arrange lunch-time activities including meals, lab tours, and movie showings in addition to regular classes. ESP does not supervise students outside the classroom.
MIT Educational Studies Program
MEDICAL & EMERGENCY CONTACT/PARENTAL CONSENT FORM

Directions: Please fill out the information here, then read and sign the statement below.

Student’s Name: ________________________________________________________________ (Last, First Middle)
Date of birth: ___________________ (Month / Day / Year)
Student’s physician: ___________________________ Name ____________________ Telephone

This section is optional, but we strongly recommend that you fill it out as it will help us assist the student in the event of an emergency.

Health Insurance: ________________________ Insurer ________________________ Policy Number

History of health problems: ______________________________________________________

List any allergies to medications or foods: _______________________________________
_________________________________________________
_________________________________________________

List any medications the student is likely to take during the program:
_______________________________________________
_______________________________________________

We will take reasonable steps to notify you in the event of an accident or injury, which may require emergency care. If you cannot be contacted, MIT staff will seek medical attention. All financial responsibility for hospitalization and medical care provided, in the case of an emergency, is to be assumed by the parent or guardian.

In case of an injury, I grant permission for _________________________________ to receive the medical attention deemed necessary by qualified medical personnel during the entire time that he or she is participating in activities run by the Educational Studies Program.

Signature     Print Name     Date
(   )     (   )     (   )
Home Phone     Work Phone     Cell Phone