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 Releasor’s 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 (attached) 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 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.

Photo Release

I, Releasor, grant the MIT Educational Studies Program (ESP), located at 77 Massachusetts Avenue, Cambridge, MA, U.S.A., and Learning Unlimited, Inc. (“Learning Unlimited”), located at 527 Franklin Street, Cambridge, MA, U.S.A., the perpetual, non-exclusive, royalty-free right and license to:

1. Record my participation and appearance on digital or film photography, videotape, audio tape, or any other medium (collectively, the “Recordings”) during Splash 2012.
2. Use my name (or any fictional name), likeness, voice and biographical material in connection with these Recordings, for the limited purpose of including in ESP and/or Learning Unlimited written, electronic, and web publications (the “Purpose”).
3. Reproduce, distribute, publicly display and/or publicly perform, in print, electronic or any other medium, copies of the Recordings, in whole or in part.

I, Releasor, represent that he or she possesses all rights necessary to grant the permissions expressed herein.

This grant of rights is made voluntarily by me. I further agree to release and forever discharge MIT and Learning Unlimited, and their respective agents, employees, and designated representatives, from any and all claims in law or equity that I, or my heirs or personal representatives, have or shall have, arising out of the Recordings or use of the Recordings.
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.**

Signature of Releasor (Student)  
Signature of Parent/Legal Guardian (if student is a minor)

Print Name  
Print Name

Date  
Date

**EXHIBIT A**

Splash 2012 is a project of the MIT Educational Studies Program, an MIT student group. Splash offers non-credit enrichment courses to 7th – 12th grade students from 10:00am to 10:00pm on Saturday, November 17th and from 9:00am to 7:00pm on Sunday, November 18th. The program includes morning check-in, up to 20 hours of classes, and one hour each for two unsupervised lunches and one dinner. Some classes may involve athletic activity or the use of craft/construction tools. Student participation may be recorded on digital or film photography, videotape, audiotape, or any other medium. Students may only attend classes for which they are registered to attend. Parents may attend classes only under special circumstances at the discretion of the teacher.

I am not aware of any medical conditions which would interfere with my son/daughter’s participation in this activity and I hereby grant permission for my child to participate in Splash 2012 on November 17th-18th, as described in the attached Exhibit A.

Additionally, in case of emergency and if I/we cannot be reached, I, the undersigned parent of the above-named child, do hereby authorize the MIT program representatives to seek medical attention deemed necessary, by qualified medical personnel, during the entire time that my child is participating in this program. I/we understand that I/we will be responsible for any medical charges incurred in the treatment of my child, in the case of an emergency, that are not covered by my family’s health insurance.

Signature of Student  
Signature of Parent/Legal Guardian (if student is a minor)

Date  
Date