Liability and Recordings 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 Spring HSSP 2020, to be held at the MIT campus in Cambridge, MA on February 29, March 7, 21, and 28, and April 4 and 11, 2020 (the “Event”). As the undersigned Releasor, I understand that MIT does not require me to enroll in this Event, but I consent to my participation despite the possible dangers and risks and despite this Release, including, without limitation, travel to and from the Event. With informed consent, and for valuable consideration received, including assistance provided by MIT the Event volunteers, 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 Event, and I release MIT and all of its respective affiliates, divisions, departments and other units, committees and groups, and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, students, volunteers, agents, administrators, and assigns (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 Event, including any injury or harm to me, or injuries to others caused by me, my death, or damage to my property, MIT property or the property of others (collectively “Liabilities”), unless caused by the gross negligence or willful misconduct of Releasees, 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 in Massachusetts.

Media Release

I grant MIT; and the MIT Educational Studies Program; and Learning Unlimited, Inc., located at 527 Franklin Street, Cambridge, MA; and the respective trustees, officers, employees, students, volunteers, and agents of the aforementioned parties (collectively referred to as the “Recording Parties”), the perpetual, non-exclusive, royalty-free right and license to:

1. Record my participation and appearance on digital or film photography, video tape, audio tape, or any other medium during the Event (collectively, the “Recordings”).

2. Use of my first name (or any fictional name), likeness, and/or voice in connection with these Recordings only in conformance with MIT policies and mission statement, and to support the educational and promotional activities of ESP and/or Learning Unlimited, including after the completion of Spring HSSP 2020 (the “Purpose”).

3. Use, reproduce, distribute, publicly display and/or publicly perform, in print, electronic or any other medium, whether now known or hereafter existing, copies of the Recordings, in whole or in part, worldwide for the Purpose.

I agree to release, and will not make any monetary claims or other claims against the Recording Parties from any liability to me, and on behalf of my heirs, executors, administrators, legal representatives and assigns, based upon or arising out of use of my name, likeness or voice, or the Recordings for the Purpose.

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

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1 The description of the Event expressly includes any extensions of time, changes to, or modifications of, the Event, whether planned or unplanned.
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 CAREFULLY AND UNDERSTAND BEFORE SIGNING.

_______________  ________________
Releasor’s Signature  Parent’s Signature, if Signatory is a minor

_______________  ________________
Print Name  Print Name

_______________  ________________
Date  Date

Parental Consent Form

Medical and emergency contact information provided separately and maintained electronically for ease of access.

I am not aware of any medical condition(s) which would interfere with my child’s participation in this program and I grant permission for my child to participate in Spring HSSP 2020 (the “Program”, as further described below), for the following date(s) or period of time: February 29, March 7, 21, and 28, and April 4 and 11, 2020.

Additionally, in case of emergency and I/we cannot be reached, I, the undersigned parent/legal guardian 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 or Guardian

_______________  ________________
Date  Date

Program: Spring HSSP is a project of the MIT Educational Studies Program, an MIT student group. Spring HSSP offers noncredit enrichment courses to students in grades 7–12. Each day of the program includes 4 hours of classes. The first day of the program additionally includes up to 2 hours of check-in. The last day of the program includes up to 3 hours of closing activities, including unsupervised activities. Some classes may involve athletic activity or the use of craft/construction tools. Students may only attend classes for which they are registered to attend.