

## 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”, “me”, or “my”, 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 as described on the attached parental consent form (the “Program”). I acknowledge that I am responsible for my own transportation to/from the Program unless otherwise stated in the consent form. As the undersigned Releasor, I understand that MIT does not require me to participate in this Program, 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 Program, 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, volunteers, 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 Program, including any injury or harm to me, my death, or damage to my property (collectively “Liabilities”), unless caused by the reckless endangerment 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.**

### Recordings Release

I grant the MIT Educational Studies Program; Learning Unlimited, Inc.; any partners and affiliates of their choosing; and the respective trustees, officers, employees, students, agents, and representatives of all aforementioned parties (collectively referred to as the “Recording Parties”), the non-exclusive, perpetual, worldwide, royalty-free, unlimited, and irrevocable right and license to:

1. Record my participation and appearance on digital or film photography, video tape, audio tape, or any other medium (collectively, the “Recordings”) during Spark 2019.
2. Use the Recordings, my name (or any fictional name), likeness, voice, speech, communications, and biographical material, for any purpose, including but not limited to publications and promotional materials, in written, print, electronic, or any other form (the “Purpose”).
3. Reproduce, distribute, publicly display or perform, modify, publish, and sell, in written, print, electronic or any other medium, copies of the Recordings, in whole or in part. I affirm that I possess all rights necessary to grant permission for this Purpose.

I agree to release the Recording Parties from any claims, demands, suits, judgments, damages, actions, injuries, harms, and liabilities of any nature whatsoever based upon or arising out of the aforementioned use of the Recordings, including but not limited to defamation, libel, and slander.

I agree that this Release shall be governed for all purposes by Massachusetts law.

Massachusetts Institute of Technology  
Educational Studies Program  
84 Massachusetts Avenue, Room W20-467  
Cambridge, MA 02139

phone: (617) 253-4882  
email: esp@mit.edu

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 Spark 2019 (the "Program", as further described below), for the following date(s) or period of time: March 16 and 17, 2019.

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:** Spark 2019 is a project of the MIT Educational Studies Program, an MIT student group. Spark offers noncredit enrichment courses to students in grades 7–8 on March 16 and 17, 2019. The first day of the program includes check-in, 7 hours of classes and 1 hour of unsupervised lunch. The second day includes 8 hours of classes and 1 hour of unsupervised lunch. 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.