University of the Incarnate Word

Waiver of Liability, Indemnity and Assumption of Risk

I give permission for my child, _____, to participate in Program Name **Project Uplift: My Motivation** to be held Camp Location **at facilities owned and/or operated by the University of the Incarnate Word ("UIW") and/or St. Anthony Catholic High School (collectively referred to in this agreement as "UIW") or online via web conferencing** on Date(s) of Program **Saturday, August 7, 2021.**

I acknowledge and accept that this Camp may expose my child to hazards and risks, including illness, communicable disease, including COVID-19, injury, or death, and that UIW cannot control these risks. I acknowledge there may be physically strenuous activities and certify that my child is fit and capable of such participation. I understand that UIW is not responsible for any medical expenses associated with any personal injury my child may sustain and understand that UIW does not provide medical insurance for me and my child. I certify that my child is covered by adequate insurance to cover any personal injury which my child may sustain while participating in this Camp.

COVID-19 Assumption of Risk: I understand that by participating in this Camp, I assume the risk that my child may contract or spread the COVID-19 virus. I agree to take precautions for my child to minimize such risks, and agree to follow CDC guidelines, including immediate departure from campus and quarantine in the event that (a) my child and anyone who resides in the same home as my child, has had contact with a person with a confirmed or suspected case of COVID-19, (b) my child is experiencing COVID-19 symptoms on the day of camp, or (c) my child has tested positive for COVID-19. **I acknowledge and accept the following:** (a) UIW will not provide COVID-19 contract tracing or testing; (b) if my child tests positive for COVID-19 prior to the start of the Camp, I will receive a refund of my Camp fee; however, if I become sick with COVID-19 symptoms or test positive for COVID-19 after the Camp has begun, I will not receive a refund of my Camp fee; (c) if another participant in the Camp becomes ill with COVID-19 symptoms after the Camp has begun, the Camp may be cancelled without a refund; and (d) the Camp will be cancelled if Camp staff and/or participants are non-compliant with UIW's COVID-19 protocols.

In consideration of UIW providing the opportunity for my child to participate in this Camp, I release UIW, its Board of Trustees, officers, employees, and representatives from any and all liability to me and my child, our personal representatives, estate, heirs, and assigns for any and all claims, demands and causes of action for any and all illness or injury to my child, including death arising out of, during or in any way connected with this Camp. I agree to indemnify and hold harmless, waive and covenant not to sue UIW, its Board of Trustees, officers, employees, and representatives from liability for the injury or death of any person(s) or damage to property that may result from my child's negligent or intentional act or omission while participating in this Camp.

I hereby authorize the staff of this Camp to act for me according to their best judgment in any emergency requiring medical attention. I authorize and give consent for UIW to administer general first aid for any minor injuries or illnesses experienced by my child. If my child is in need of emergency medical care and UIW is not able to reach me or the emergency contact, I authorize UIW to sign all necessary papers and arrange for emergency treatment and hospital care.

Likeness and Image Release

I hereby irrevocably consent to and authorize the use by UIW of my child's image, voice and/or likeness as follows: UIW shall have the right to photograph, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse my child's image, voice and/or likeness in connection with any product or service in all markets, media or technology now known or hereafter developed in UIW's products or services, as long as there is no intent to use the image, voice and/or likeness in a disparaging manner. UIW may exercise any of these rights itself or through any successors, licensees, distributors or other parties, commercial or nonprofit.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, and exclusive jurisdiction for any cause of action shall reside in Bexar County, Texas county and district courts.

I am a parent/guardian of the minor and sign this Waiver and Release on my and my child's behalf.

Name of Participant:_____Date of Birth: _____

Relevant Medical History *(e.g., asthma, diabetes*)_____

Allergies:_____

Medications:_____

Parent/Guardian Signature: _____Date:_____

Home_____Work phone: _____Cell phone_____

Emergency Contact (if different than parent or guardian): _____

Home_____Work phone: _____Cell phone_____