

**Assumption of the Risk and Waiver of Liability Relating to
Corona Virus/COVID-19**

The novel corona virus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Francis Marion University Campus Recreation has put preventative measures in place to reduce the spread of COVID-19; however, Francis Marion University, Campus Recreation **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending Francis Marion University Campus Recreational events could increase** your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Francis Marion University Campus Recreational events, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at **Francis Marion University Campus Recreational events** may result from the actions, omissions, or negligence of myself and others, including, but not limited to, **Francis Marion University Campus Recreation** staff, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at a Francis Marion University Campus Recreational events ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless Francis Marion University Campus Recreation, and its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Francis Marion University Campus Recreation, and its employees, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Francis Marion University Campus Recreational event.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Participant(s)

FRANCIS MARION UNIVERSITY
SUMMER PROGRAMS 2022

WAIVER & RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS
AGREEMENT

Participant Name _____

Date(s) of Activity/Event June 13 to 15, 2022

For and in consideration of being permitted to participate in the following activity or event (name and description of event or trip here): **Activate Academy – program to help students transition into high school and set goals for the future. Students stay on campus for 2 nights.**

Francis Marion University, (University) its agents and employees and Participant agree as follows:

Participant, Parent(s), or Legal Guardian(s) acknowledge and fully understand and agree that the activity named above involves certain inherent risks and that regardless of the precautions taken by University and its agents, some serious injuries may occur. I/we acknowledge that the participant is physically fit and mentally capable of participating in the above activities and that all inherent risks associated with the activities cannot be described as part of this document.

I/we acknowledge that the likelihood of such injuries may be lessened by adhering to safety rules or procedures, including but not limited to, following all safety rules, procedures, and instructions of the event sponsors and University officials; adhering to all University policies and procedures as well as local, state, and federal laws; properly wearing and utilizing safety equipment; engaging in the activity in a responsible manner; and acknowledging the need to disengage from an activity if the participant's physical condition warrants.

In consideration of being permitted to participate in the activity, I/we voluntarily and knowingly agree to release, protect, indemnify, and hold harmless University, its trustees, individually and collectively, their employees, representatives, officers, advisors and agents, the State of South Carolina, its officers, and employees, (hereinafter: Releasees) from any and all claims, demands, or causes of action for property damage, personal injury or death sustained by participant arising out of any travel or risks associated with this activity and/or the negligence or any other acts or omissions of the sponsoring group or Releasees, including defense costs and attorney's fees, brought by Participant, Parent(s) or Legal Guardian(s), his or her heirs, executors, administrators, successors, assigns and legal representatives.

In addition, I/we understand and agree that University cannot be expected to control all of the risks associated with the activity, but may need to respond to accidents and potential emergency situations. Therefore, I/we hereby give consent for any medical attention/ treatment that may be required during participation with the understanding that the cost of any such medical attention/ treatment will be my/our responsibility. Generally, University does not carry medical or accident insurance for the activities noted. Therefore, I/we agree to review my/our personal insurance policy/coverage and provide the insurance information indicated below.

I/we certify that I/we have read this Waiver and Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement and have willingly signed for the consideration expressed and with a full understanding of its purpose. I/we understand that I/we am/are giving up substantial rights by signing this agreement, and that I/we sign it voluntarily and fully intend this agreement to be a complete and unconditional release of all liability of the above Releasees to the greatest extent allowed by law. Participant represents that he/she is eighteen (18) years of age or older and is otherwise competent to execute this agreement, or that his/her Parent(s) or Legal Guardian(s) is/are signing.

Date: _____

Participant's Signature: _____ Date of Birth: _____

Parent/Legal Guardian Signature (if participant is under 18): _____

Parent/Legal Guardian Printed or Typed Name): _____

Emergency Contact: _____ Telephone Number (s): _____

My Insurance Company: _____

My Insurance Policy Number: _____

THIS ACKNOWLEDGMENT CONSISTS OF ONE PAGE WHICH MUST BE COMPLETED, SIGNED, AND SUBMITTED PRIOR TO PARTICIPATION IN THE NOTED ACTIVITY.



THE ACTIVATE ACADEMY

JUNE 13 - 15, 2022

When and where is the Activate Academy?

The Activate Academy is a 3 day, 2 night event on the campus of Francis Marion University. In 2022, Activate will be held Monday, June 13 through Wednesday, June 15. Sponsored by the Center of Excellence for College and Career Readiness and Francis Marion University and designed by local middle-school and high-school teachers, Activate will encourage, inspire, and “activate” curiosity in rising ninth-graders in Florence School District One, Two, Three and Four.

Who will supervise my child?

During the day, your child will be with district teachers and Francis Marion University faculty. At night, the students will be staying in the FMU residence halls, and will be supervised by specially trained resident assistants. All students will be required to follow Francis Marion and Activate rules in order to participate.

What will my child be doing at Activate?

We will keep them busy! Students will be involved in workshops focused on goal setting, study skills, and succeeding in high school. They will also have the chance to learn from university faculty in hands-on sessions in science and/or the arts. Evening activities will consist of cookouts, movies, and games.

What is the cost to participate?

There is NO COST for your child to participate. Activate is funded entirely by the Center of Excellence and Francis Marion University.

If you have any questions, please contact Matt Nelson or Judy Norris at 843-661-1392 or email us at readiness@fmarion.edu.



**HEALTH NOTICE FORM
FOR ACTIVATE ACADEMY**

For and in consideration of my child being permitted to participate in the Activate Academy,
I, _____ (parent/guardian) the parent/legal guardian of
_____ (child) agree as follows:

I agree that Francis Marion University, its agents, employees, successors, and assigns bears no responsibility for monitoring any pre-existing allergies or medical conditions of my child, nor for monitoring the distribution or administration of any of my child’s medications, whether prescription or non-prescription.

I agree that my child has been made fully aware of his/her responsibility to administer his/her own medications — prescription or non-prescription — during their time participating in the Activate Academy.

I further agree to maintain adequate health insurance coverage for my child during the period of his/her participation in the Activate Academy.

I AGREE: _____
Parent/Legal Guardian



STUDENT AND PARENT/GUARDIAN
INFORMATION FORM



Student's Name _____

Student prefers to be called _____ Circle One - Male Female

School Name _____

Student's School Email Address _____

Parent/Guardian Name _____

Mailing Address _____

Parent Email Address _____

Daytime Phone Number _____

Evening Phone Number _____

Cell Phone Number(s) _____

We will be using a messaging system called REMIND to send text messages prior to and during the week of Activate, to keep you up-to-date on plans and activities for Activate week. We may even send you a few pictures of your student having fun at Activate Academy! All you need to do is follow instructions in the text invitation you will receive. Standard text and picture messaging fees from your mobile carrier will apply.

Would you like to receive these text messages: Circle One - YES NO

Mobile number to receive these messages _____

Does your child have any allergies that we need to be aware of?

Does your child have any medical conditions that we need to be aware of?



**PERMISSION TO UPDATE STUDENT
MAILING ADDRESS**



For and in consideration of my child being permitted to participate in the Activate Academy at Francis Marion University, I agree as follows:

I agree that the Center of Excellence for College and Career Readiness/Activate Academy has my permission to request and receive mailing address updates from my child's school and school district. The purpose of update the mailing address is to continue to invite parent and child to subsequent Activate Academy reunions and events.

Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

Name of Minor Child/Activate student: _____



PHOTOGRAPHY RELEASE FOR MINOR CHILD OR CHILDREN

I hereby authorize Francis Marion University/Center of Excellence for College and Career Readiness, hereafter referred to as "Company," to publish photographs taken during Activate Academy 2022, of myself and/or the minor child or children listed below, and our names and likenesses, for use in the Center's and University's print, online and video-based marketing materials, as well as other Company publications. This may include bill-board, newspaper, printed publications, radio and TV advertising and promotion, social media (Twitter, Insta-gram, Facebook), and various electronic publications.

I hereby release and hold harmless Francis Marion University/Center of Excellence for College and Career Readiness from any reasonable expectation of privacy or confidentiality for myself and for the minor child and children listed below associated with the images specified above. Further, I attest that I am the parent or legal guardian of the child or children listed below and that I have full authority to consent and authorize Francis Marion University/Center of Excellence for College and Career Readiness to use their likenesses and names.

I further acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever.

I hereby release Francis Marion University/Center of Excellence for College and Career Readiness, its contractors, its employees and any third parties involved in the creation or publication of Company publications, from liability for any claims by me or any third party in connection with my participation or the participation of the minor children listed below.

Authorization:

Printed Name: _____

Signature: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Relationship to Child: _____

Name and Age of Minor Child:

Name: _____ Age: _____



APPLICATION FOR ACTIVATE ACADEMY

JUNE 13 - 15, 2022

STUDENT NAME _____

SCHOOL NAME _____

WHAT SUBJECTS DO YOU ENJOY THE MOST AT SCHOOL? WHY?

WHAT TYPES OF ACTIVITIES DO YOU ENJOY DOING OUTSIDE OF SCHOOL?

WHAT DO YOU SEE YOURSELF DOING IN TEN YEARS? HOW DO YOU THINK YOU MIGHT ACHIEVE THOSE GOALS? (YOU MAY CONTINUE YOUR ANSWER ON THE BACK OF THIS PAGE.)