

**IIT OVERNIGHT STAY, CONSENT TO PARTICIPATE AND ASSUMPTION OF RISK AND
RELEASE AGREEMENT**

I, _____ (sometimes referred to herein as “I” or “me” or “my” or “myself”), am the parent or legal guardian of _____ (sometimes referred to herein as “my child” or “he/she” “him/her” or “himself/herself” and I and my child collectively referred to as “we” or “us”). We acknowledge that my child has been offered the opportunity to participate in the Program (as defined below) at Illinois Institute of Technology (“IIT”), which will provide him/her with direct and substantial educational benefits. I hereby agree and consent to my child’s participation in the _____, which is a _____

_____ (the “Program”). In conjunction with the Program, my child has elected, with my consent, to stay, and so agrees that he/she shall stay, overnight in IIT residence facilities. We understand that the Program will be primarily held on the Main Campus (as defined below) of IIT from _____, 20__ through _____, 20__. The Program itself will generally take place between the hours of _____ a.m. until _____ p.m., though we further understand that it will include one or more opportunities to participate in walking tours, visits, outings or field trips located in the City of Chicago or its environs with an IIT host or hosts and certain events and activities may be scheduled to occur after _____ p.m.

Representations and Warranties: In connection with my child’s participation in the Program, I and my child each hereby represent and warrant to IIT each of the following:

1. We understand that it is my responsibility to provide transportation for my child to and from the Program on the first and last day and at any other time that may arise when my child needs to leave the Main Campus; provided, however, I agree to notify IIT in advance of any such need that may arise prior to me taking my child from the Main Campus. IIT has no responsibility of any kind for my child before or after the scheduled Program dates and hours.
2. We understand that, although IIT will attempt to maintain the Program as described, IIT reserves the right to change the Program, at any time and for any reason, with or without notice; IIT shall not be responsible or liable for any expenses or losses that we may sustain because of any such changes.
3. We confirm that the information set forth on the *Emergency Contact and Medical Information Form*, which is attached to and made a part of this Agreement, is true and correct.
4. We understand and agree that IIT will not be liable for any personal property that my child may bring to the Program and that it will be his or her responsibility to safeguard any such property from loss, theft or damage. My child hereby assumes such responsibility, and we waive and release IIT from any liability for any loss or damage to any such personal property.
5. I have informed my child, and I agree, that he or she must at all times follow all rules, directions and guidelines regulating my child’s conduct during the Program, in particular those set forth in paragraphs 6 through 8 below. My child hereby assumes the responsibility to so follow such rules, directions and guidelines. We acknowledge and agree that IIT may, at any time, discontinue my child’s right to participate in the Program if IIT determines, in its sole discretion, that his or her actions or general behavior is impeding or obstructing the progress of the Program or is otherwise inconsistent with behavior expected of one participating in an educational undertaking. Further, IIT may consider my conduct during the Event in evaluating future admission and scholarship support decisions and deciding whether to grant future privileges, including the right to participate in future events and activities at IIT.

6. Except as set forth in paragraph 7 below, we state that my child understands and agrees and assumes the responsibility not to leave the IIT Main Campus (defined as the area between 31st and 35th Streets, Michigan Avenue and Dearborn Street) during the Program unaccompanied by an IIT representative. As a condition of being allowed to stay in said residence facility, we further state that my child understands and agrees and assumes the responsibility (i) to be housed in _____, an IIT residence hall located on the Main Campus, where he/she will be supervised by designated resident advisors; (ii) not to leave said residence hall after hours or without an IIT representative; and (iii) to follow all rules and regulations applicable to such stay, including the directions of any resident advisor.

7. In connection with the Program, I and my child understand that he or she may have opportunities to participate in walking tours, visits, outings or field trips located in the City of Chicago or its environs with IIT hosts and that the same may entail walking and/or the use of public transportation, charters and/or automotive vehicles. I have informed my child, and I agree, that during any such tour and/or lunch that he or she will conduct himself or herself in a safe and responsible manner and follow all instructions of IIT representatives, and my child so assumes the responsibility to so conduct himself/herself.

8. I have informed my child, and I agree, that he or she will, at all times, conduct himself or herself in a safe and prudent manner while participating in the Program, and my child so assumes the responsibility to so conduct himself/herself.

Fitness to Participate and Emergency Medical Treatment: We represent to IIT that my child has adequate health insurance or other means to provide for and pay any medical costs that may directly or indirectly result from my participation in this Activity and that we will indemnify and hold IIT harmless for the same. We further represent to IIT that there are no health-related reasons or problems which preclude or restrict my child's participation in this Activity. As stated in the accompanying *Emergency Contact and Medical Information Form* below, which, by this reference is made a part of this *Consent to Participation and Assumption of Risk and Release*, we authorize IIT and any of its officers, agents or employees to secure any emergency medical treatment for my child deemed appropriate in the event that my child suffers injury or illness while participating in the Program.

Consent to and Use of Photographs and Video: We understand that throughout my child's participation in the Program, IIT will, from time to time, at its discretion, take photographs/digital images and/or videos of Program participants, including my child (the "Photographs"), and we grant permission for IIT to so take Photographs of my child. We acknowledge and agree that IIT shall be the exclusive owner of any Photographs so taken. Further, we grant perpetual, royalty-free right, permission and license to IIT to make, take, use, copy, edit, reproduce, and distribute, including, without limitation, via its World Wide Website as well as its designated webpage on Facebook and YouTube and other webpages of its choosing, in IIT publications and in connection with IIT publicity and media materials and efforts, any such Photographs as well as to use his/her name and city of residence in connection with such Photographs, all without further consideration.

We acknowledge IIT's right to edit, crop or treat any such Photographs at its discretion. We also acknowledge that IIT may choose not to use the Photographs at this time, but may elect to do so at its own discretion at a later date. We also acknowledge that IIT reserves the right to discontinue use of the Photographs without notice. We understand that once the Photographs are posted to the Internet, the Photographs can be downloaded by any computer user on or off campus.

We understand that our consent to the foregoing use is voluntary, and on behalf of my child, I accept, and my child assumes the risk associated with, any risk that may come from such use and disclosure of the Photographs. Further, as this consent is being freely given in connection with my child's participation in the Program, we, as and to the full extent allowed by law, shall not attempt to hold IIT or its trustees, officers, employees, agents and volunteers liable for any injury, death, damage or loss to

person or property resulting from, sustained by or arising out of these disclosures and hereby release all of the above-named from any such liability.

General Release: We state that we understand that we are freely agreeing to assume and take on all of the risks and responsibilities in any way associated with my child's participation in the Program, including, without limitation, being housed in _____. In consideration of and return for IIT providing my child the opportunity to participate in the Program, which we acknowledge will be beneficial to him/her, we, as and to the full extent allowed by law, hereby release IIT and its governing boards, employees and agents from any and all liability, claims and actions, excluding those arising from willful and wanton misconduct, that may arise from any injury or harm to me, from my death or from damage to my property in connection with the Program, including, without limitation, being housed in _____. We understand that this release covers liability, claims and actions caused entirely or in part by any acts or failure to act of IIT or its governing boards, employees or agents, including, but not limited to, negligence, mistake or failure to supervise, but excludes willful and wanton conduct.

We recognize that this release means that we, as and to the full extent allowed by law, are giving up, among other things, rights to sue IIT, its governing boards, employees and agents for injuries, damages or losses that I may incur. We also understand that this release binds, as and to the full extent allowed by law, our heirs, executors, administrators and assigns. We acknowledge that we have had the chance to seek any third-party advice that we wish, including consulting legal counsel, prior to executing this release. We acknowledge that, we have read this release in its entirety, we fully understand this release, and we agree to be legally bound by its terms.

General Terms: If any provision or aspect of this agreement is found to be unenforceable, all remaining provisions of this agreement will remain in full force and effect. If any dispute concerning my child's participation in the Program requires the adjudication of a court of law, such adjudication shall occur in the courts of Cook County, Illinois and will be determined by the laws of the State of Illinois, without regard to its conflict of law principles. This agreement represents my and my child's complete understanding with IIT concerning IIT's responsibility and liability for my child's participation in the Program, supersedes any previous or contemporaneous understandings that we may have had with IIT on this subject, whether written or oral, and cannot be changed or amended in any way without the written concurrence of IIT, me and my child.

WE HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. WE ARE AWARE THAT THIS IS A RELEASE OF LIABILITY FOR ME AND MY CHILD AND A CONTRACT AMONG ME, MY CHILD AND ILLINOIS INSTITUTE OF TECHNOLOGY. WE HEREBY SIGN THIS AGREEMENT OF OUR OWN FREE WILL, ACKNOWLEDGING THAT, PRIOR TO DOING SO, WE HAD THE RIGHT TO CONSULT WITH AN ADVISOR, COUNSELOR OR ATTORNEY OF OUR CHOOSING.

Parent/Legal Guardian's Name (Please Print)

Participant's Name (Please Print)

Parent or Legal Guardian's Signature

Participant's Signature

Date

Date

EMERGENCY CONTACT AND MEDICAL INFORMATION FORM

As stated in the *IIT Overnight Stay, Consent to Participation and Assumption of Risk and Release* above, we have authorized IIT and any officer, employee or agent of IIT to secure any emergency medical treatment deemed appropriate for my child in the event that my child suffers injury or illness while participating in the Program. In furtherance of this request and authorization, we provide the following information, which we represent is accurate and may be relied upon by any of the foregoing parties seeking to secure medical assistance:

EMERGENCY CONTACT INFORMATION:

My Child’s Name: _____

Name of Emergency Contact: _____

Relationship of Emergency Contact: _____

Phone Number of Emergency Contact: _____

HEALTH INSURANCE:

Name of Health Insurance Company: _____

Name of Policy Holder: _____

Policy Number: _____

MEDICAL HEALTH:

Current Medication My Child Is Taking: _____

Medical Conditions My Child Has Which Emergency Assistance Providers Should Be Aware: _____

Allergies My Child Has: _____

We freely and knowingly authorize IIT to use and disclose any of the information provided herein, including, but not limited to medical information, in whatever manner IIT deems appropriate to render assistance to my child in case of medical emergency. We have read this statement; we fully understand it; and we agree to be legally bound by it.

Parent/Legal Guardian’s Name (Please Print)

Participant’s Name (Please Print)

Parent or Legal Guardian’s Signature

Participant’s Signature

Date

Date