

**PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY
PHOTOGRAPHY AND RECORDING UNC-CH RELEASE AND WAIVER
THIRD PARTY PHOTOGRAPHY AND RECORDING ACKNOWLEDGEMENT**

READ CAREFULLY BEFORE SIGNING

In consideration for my child's participation in

_____, hosted by
_____ ("Program"), I hereby release and forever discharge The University of North Carolina at Chapel Hill, its agents, officers, trustees, and employees ("University") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY or otherwise, while participating in the Program.

IDENTIFICATION AND ACKNOWLEDGMENT OF RISK

I am fully aware of the risks and potential hazards connected with participating in the Program, including but not limited to, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, image replication, and I hereby elect to voluntarily participate in the Program, and engage in such activity knowing that the activity may be hazardous to my child and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by my child, or any loss or damage to property owned by me, as a result of my child being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF UNIVERSITY or otherwise.

RELEASE AND WAIVER OF LIABILITY

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY CHILD'S PARTICIPATION IN THE PROGRAM AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS THE RELEASEES. I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that may incur due to my child's participation in the Program WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Participant Release, Consent and Waiver of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Participant Release, Consent and Waiver of Liability shall be construed in accordance with the laws of the State of North Carolina.

IN SIGNING THIS PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent and I am the parent or guardian of the child participant, and I execute this Participant Consent, Release and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same. My electronic signature on this document shall carry the same force as a physical signature.

Printed Participant Name: _____

Printed Parent or Guardian Name: _____

Signature of Parent or Guardian: _____

Date: _____

CONSENT TO PHOTOGRAPHY AND RECORDING

I hereby authorize Program and/or _____ to photograph and video/audio record my child during the Program. I hereby grant the University the irrevocable right and permission to use video footage and/or still photos of my child on the University’s website and in promotional flyers, derivative works, or for any other similar purpose without compensation to me or my child. I understand and agree that video footage and/or still photos of my child may be placed on the Internet, including social media.

I understand and agree that I or my child may be identified by name in printed, Internet or broadcast information that might accompany the photograph or video image of my child. I agree that all such portraits, pictures, photographs, video and audio recordings and any reproductions thereof, and all plates, negatives, recording tape, and digital files shall remain the property of The University of North Carolina at Chapel Hill. I waive the right to approve the final product.

I understand that the permissions listed in this *Consent to Photography and Recording* apply solely to the University of North Carolina at Chapel Hill, and my signature below DOES NOT extend permissions to Third-Party photographers and videographers contracted by the program. Those permissions are granted separately by signing the *Third-Party Photography and Recording Acknowledgement Form*, attached below.

I hereby release and forever discharge The University of North Carolina at Chapel Hill, its agents, officers, trustees, and employees from any and all claims and demands arising out of or in connection with the use of said videos/images, including but not limited to, any claims for invasion of privacy, appropriation of likeness, or defamation.

Printed Participant Name: _____

Printed Parent or Guardian Name: _____

Signature of Parent or Guardian: _____

Date: _____

THIRD-PARTY PHOTOGRAPHY AND RECORDING ACKNOWLEDGEMENT FORM

READ CAREFULLY BEFORE SIGNING

The University of North Carolina-CH strives to create a welcoming and safe environment for your child. As laid out in the *Procedure for Protection of Minors*, Covered Program Staff and approved professional photographers present at Covered Programs are required to undergo rigorous background checks prior to being approved to operate in University programs. Approved photographers are easily identifiable through Covered Program-issued lanyards, buttons, or T-shirts. The Protection of Minors Office and/or UNCPD will remove any unapproved photographers or videographers from the camp site.

I acknowledge that (program name here) _____ will be held in public spaces on the University of North Carolina-CH's campus. Due to the public nature of these areas – given the University's open campus – there may be individuals not affiliated or contracted through the University of North Carolina-CH taking photos of camp activities, including images that may feature my child. These individuals may include professional photographers vetted by the

I hereby grant full permission to (program name here) _____ to permit contracted photographers and videographers approved by the Protection of Minors Office and unaffiliated with the University of North Carolina-CH to film and photograph at the Covered Program. I acknowledge that this media, including images and video, may contain my child and may be used for promotional material.

This consent and waiver will not be made the basis of a future claim of any kind against (program name here) _____, The University of North Carolina-CH and any of its agencies.

Program Name: _____

Printed Participant Name: _____

Printed Parent or Guardian Name: _____

Signature of Parent or Guardian: _____

Date: _____

Reporting of illegal or inappropriate online behavior:

UNC-CH Protection of Minors Office: 919-843-8995, protectionofminors@unc.edu or <https://campussafety.unc.edu/protection-of-minors/parents/>

UNC-CH Police Department: 919-962-8100 <https://police.unc.edu/>