

STUDENT PARTICIPATION AND ASSUMPTION OF RISK AGREEMENT



Student Name: _____

A. Parent/Legal Guardians (Not Required if over the age of 18)

Parent/Legal Guardian #1:

Name: _____

Cell Phone # 1: _____

Work/Home (Circle) Phone # 2: _____

Email: _____

Parent/Legal Guardian #2:

Name: _____

Cell Phone # 1: _____

Work/Home (Circle) Phone # 2: _____

Email: _____

*At least one parent or legal guardian must complete and sign this Agreement.

B. Emergency Contacts

Emergency Contacts

Relationship

Phone Numbers

(Preferably mobile number)

1. _____
2. _____

Please read the following and understand you must sign this Agreement in order for your child to participate. If you have any questions about the authorizations, obligations, waiver and the assumption of risk terms and conditions in this Agreement, please ask before signing and do not sign if you are not in full agreement and consent to all of its terms and conditions. Please also read the optional attached Physical and Mental Health Medical Disclosure Form, and fill out if applicable.

C. PARTICIPATION AGREEMENT OTHER TERMS

The Participant and their parent or legal guardian (if under 18) have chosen to participate in NESS programs during the indicated school year. The parent or legal guardian and Participant agree to the following:

- will complete all NESS required forms and provide the requested information and documentation,
- hereby certifies that the information provided to NESS is correct and complete, and
- agrees to update NESS of any changes to the provided information, especially any provided medical and emergency contact information.

1. Code of Conduct and Adherence to Standards

- The parent or legal guardian and Participant understand that by participating in a NESS Program, the Participant is subject to both rules and regulations of NESS and may be subject to NESS's disciplinary action, which could include suspension or removal.
- The parent or legal guardian and Participant agree:
 - to abide by all policies, rules, and regulations of NESS including the NESS Code of Conduct.
 - to obey all directives issued or requests made by NESS and NESS Program Leader(s).

2. Program Modification and Cancellation -The parent or legal guardian and Participant understand and agree that NESS reserves the right to cancel or modify the Program before or during its operation for any reason including, but not limited to, emergencies, low enrollment, unavailability of one or more facilities or personnel, weather

conditions or other safety concerns and will not bring any claim or case of action of any kind against NESS if this occurs.

3. Termination of Participation

- The parent or legal guardian and Participant understand and agree that, while participating in the Program, the Participant will not engage in inappropriate conduct, including, but not limited to, the use of physical or verbal threats or violence, open abuse of other participants in the Program, or unauthorized absences from Program activities.
- The parent or legal guardian and Participant understand that, in its sole discretion, NESS or the Program Leader(s) may suspend or terminate the Participant’s participation in the Program at any time if determined such action is in the best interests of NESS. Reasons for termination may include, but are not limited to, inappropriate conduct or other behavior by the Participant deemed detrimental to the best interests of the Program, emergencies or health or safety conditions.

4. Assumption of Risk

- Except to the extent that an injury, loss, or damage is caused by the sole negligence or willful misconduct of NESS or its Program Leaders, the parent or legal guardian and Participant:
 - understand that the activities associated with the Program present risks to the Participant personally and their property, some of which may result in personal injury or death, and that these risks can be a consequence of not only the Participant’s actions or negligence, but also the actions or negligence of others, weather conditions or equipment.
 - acknowledge that they are responsible for evaluating the risks that the Participant may face and agree that any activities that Participant may take part in, whether as a component of the Program or separate from it, will be considered to have been undertaken with the Participant’s understanding of any and all risks involved and still wish to participate, even though there is no obligation to do so.
 - acknowledge and agree that NESS is not responsible for any injury, loss, or damage to the Participant’s person or property, whether resulting from negligent or non-negligent acts or omissions of any persons associated with NESS, from the operation or condition of NESS facilities, premises or equipment, from acts of war or terrorism, or from acts of God or nature, including the contracting of any illnesses or diseases (e.g., COVID).

5. Release of Claims – In consideration of NESS accepting the Participant into the Program, except to the extent that the liability, damage, injury, loss, accident, or illness is caused by the gross negligence or willful misconduct of NESS or its Program leaders, the parent or legal guardian and Participant, his/her heirs, executors, administrators, representatives, and assigns, hereby release and discharge NESS, its Program leaders, officers, directors, employees, agents, and representatives (hereafter “Released Parties”) from:

- any and all claims or causes of action of any kind that may arise from any cause whatsoever, whether resulting from negligent or non-negligent acts or omissions of any persons associated with NESS, from the operation or condition of facilities, premises or equipment, from acts of war or terrorism, or from acts of God or nature, including any contracted diseases;
- responsibility for any accident, illness, injury, or any other damage or consequence arising or resulting directly or indirectly from the Participant’s participation in the Program;
- any liability, damage, or injury that may be caused by Participant’s negligence or willful acts or omissions committed prior to, during or after participation in the Program; and
- any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other participant in the Program, or caused by any other person.

6. Severability - It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

7. Governing Law; Venue - This release shall be construed in accordance with, and governed by, the laws of Connecticut and any actions brought under it or related to it will be brought in Connecticut..

D. EMERGENCY MEDICAL AUTHORIZATION FOR PARTICIPANTS

In the event of a medical emergency, I hereby authorize and consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or procedure rendered under the supervision of any qualified health care professional. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power to render care which the aforementioned health care professional in the exercise of his/her best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the participant, but that the above treatment will not be withheld if an emergency contact cannot be reached. I understand that NESS employees are not clinicians and that they will try to use their best judgement in determining if there is a medical emergency and, when in doubt, are likely to call an ambulance and I consent to their actions. I further understand that I have been requested to disclose any physical or mental health conditions, illnesses or disabilities in the attached form that may impact my student's participation.

E. MEDIA RELEASE

I understand that NESS routinely takes videos and photographs of participants in NESS programs. I hereby authorize and give my full consent to NESS to publish any and all photographs, videotapes and/or film in which my child appears in while attending NESS events for NESS instructional, promotional, advertising or marketing purposes. I further agree that NESS may transfer, use or cause to be used, these photographs, videos, or films for instructional, promotional, marketing or advertising purposes. Please note NESS is a non-profit, charitable organization and will not sell any photo, image, or video of your child.

F. INHERENT AND OTHER RISKS OF INJURY OR HARM ASSOCIATED WITH PROGRAMS ON THE WATER

All NESS Programs involve certain inherent and other risks of injury or harm that are associated with water-based programming and instruction. Natural risks result from weather, wind, waves and water. Man-made risks include docks, ramps, ladders, buildings, boats, engines, spars and sails. Other risks are inherent in group activities and/or activities on publicly accessible waters and land. I understand and acknowledge the risks involved in NESS Programs. **In consideration of the opportunity for my student to participate in the marine science, adventure sports, and sailing programs conducted by NESS, I agree to the terms and conditions of this Student Participation and Assumption of Risk Agreement and have had all questions answered to my satisfaction before I signed.**

AGREED:

Signature (Participant (if 18 or over) or Parent/Guardian): _____

Print Name: _____

Date: _____

Attachment – Physical and Mental Health Medical Disclosure Form - Optional