

ELECTIVE/VOLUNTARY ACTIVITY WAIVER

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in Kids Clinic taking place at Ubben Basketball Facility (“Program”), I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Board of Trustees of the University of Illinois and its respective officers, employees, and agents from any and all claims including those which result in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the aforementioned program.

Photo/Video/Audio Consent: I, the undersigned parent or guardian, consent to the recording and any use by the Board of Trustees of the University of Illinois on behalf of its Urbana-Champaign campus of the name, image and/or audio recording of the minor child described herein, in (1) the photograph, video recording, and/or audio recording of this minor child while at the Program described herein; or (2) any photograph, video, and/or audio recording, CD, DVD, tape, webcast, podcast or other medium for distribution produced either in whole or in part from the photograph, video recording and/or audio recording described herein. The photograph, video recording, and/or audio recording of the minor child described herein may be used for any purpose including, but not limited to, teaching, research, public service, fundraising, sale to the public, advertising or publicity on behalf of the University or its assigns or licensees, including but not limited to its Foundation or Alumni Association.

I understand that this consent is perpetual, that I may not revoke it, and that it is binding on the minor and the minor’s heirs and assigns. I warrant that I am the parent or legal guardian of the minor described herein and have the full right and authority to grant this consent on behalf of such minor. I warrant that I am at least 18 years of age and that I am competent in my own name insofar as this consent is concerned. I further attest that I have read this consent form and fully understand its contents.

Signature of Parent of Minor (under 18) Date

Signature of Participant Date

Assumption of Risks: Participation in the Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back sprains, strains, breaks, concussions, cuts, cardiac arrest, partial or total paralysis and death. We strongly recommended that you consult your personal physician before starting any fitness program.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent the Program. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Board of Trustees of the University of Illinois HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, brought as a result of my involvement in the Program and to reimburse it for any such expenses incurred.

Acknowledgment of Understanding: I have read this waiver of liability, photo/video/audio consent, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Parent of Minor (under 18) Date

Signature of Participant Date