

Minor Participation Agreement

Program (Project Name): _____ Date(s): _____

Location: _____ Sponsoring Campus Unit: BYU Theatre and Media Arts

IMPORTANT: This is a legally binding document and must not be altered, or it will become void. Please read and understand before signing.

In consideration for my minor child (named below as the “Participant”) being permitted to participate in the above-named Program of Brigham Young University (“BYU”), I, the undersigned parent or legal guardian, agree to the following terms of this Minor Participation Agreement (this “Agreement”) on my and the Participant’s behalf:

Adherence to Program Policies. I certify that I and the Participant have read, understand, and agree to comply with any rules and policies applicable to the Program, including The CES Honor Code, the BYU Dress and Grooming Standards, this Agreement, and any other rules and policies communicated to me or the Participant (“Program Policies”). We understand and agree that Program Policies are subject to change at BYU’s sole discretion for a variety of reasons, including health and safety. We understand and agree that if the Participant does not comply with the Program Policies, he or she may be sent home from the Program at BYU’s sole discretion with no refund. I further understand and agree that if the Participant is dismissed from the Program for violation of Program Policies, I am solely responsible for making travel arrangements for the Participant to return home immediately.

Assumption of Risk. I and the Participant understand that the Program includes participation in a BYU theatre or film production. We also understand that there are inherent risks to the Program, which include, but are not limited to: cuts, bruises, blisters, broken bones, strains, sprains, falls, concussions, torn muscles, internal injuries, spinal injuries, blows to the body, face or head, exhaustion, dehydration, physical or emotional distress, injuries from contact with equipment, injuries caused by other participants, injuries occurring from colliding with other participants or objects, bad decision-making, inattention of or actions of other participants, misuse or failure of equipment, damage to clothing and other personal items, communicable diseases, and other risks, hazards, or accidents, whether foreseen or unforeseeable. We understand and agree that the above list is not inclusive of all possible risks associated with the Program and in no way limits the extent or reach of this Agreement. **I and the Participant voluntarily assume all risks associated with the Program, including personal injury, paralysis or death, and property damage or loss, with full knowledge and appreciation of them.**

Waiver of Liability. I and the Participant hereby knowingly and intentionally **release, hold harmless, and covenant not to sue** BYU, its respective directors, successors, assigns, officers, employees, volunteers, contractors, and agents (the “Released Parties”), from and for all claims of loss, damage, or liability, including claims of personal injury, paralysis or death, and property damage or loss, which may result from the Participant’s participation in the Program. **This waiver of liability is effective even if the damage, injury, or loss results from the ordinary negligence or omissions of the Released Parties.**

Ability to Participate and Medical Consent. I certify that the Participant has sufficient physical and mental health and stamina to safely participate in the Program. I authorize BYU to administer emergency care for any accident or illness (physical or mental) to the Participant and to act in my stead, if I cannot be reached, in approving necessary medical care. I understand and agree that I am responsible for any expenses incurred for such care, including costs of transportation to and care of a medical provider. I also hereby authorize medical providers to disclose the Participant’s protected health information to staff members and others involved in providing medical care to the Participant.

Insurance. I assume full responsibility for obtaining personal insurance coverage and paying for any and all health care expenses related to or arising from the Participant’s participation in the Program including any such expenses incurred by BYU on the Participant’s behalf.

Notice of Injury and Property Damage. I and the Participant understand and agree that Participant must immediately notify a staff member of any injury he or she may sustain while participating in the Program. We also understand and agree that Participant must exercise care in using any property, including equipment, during the Program, and must immediately advise staff members if he or she causes any damage or notices any damage to property.

Consent to Use Image. I grant permission for BYU, or any third party authorized by BYU, to take and make public visual, audio, and video images of the Participant taken during the Program (the “**Images**”). I understand and agree that BYU, or the third party authorized by BYU, owns the Images and all the rights to them and may use them without notifying me, in any manner or media, including, but not limited to, university-sponsored websites, publications, social media, promotions, advertisements, and posters, as well as third-party commercial productions authorized by BYU. I waive any right to inspect, approve, or be compensated for the use of the Images.

Binding Agreement. This Agreement is effective and binding upon me, the Participant, and our assigns, heirs, representatives, executors, and administrators. If any provision of this Agreement is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

Parent or Legal Guardian Consent. As parent or legal guardian of the Participant, I understand and agree to each of the terms of this Agreement on my and the Participant’s behalf. Despite the risks involved, which I fully understand, I give permission for and fully support the Participant’s participation in the Program.

I have read, understand, and agree to all the terms of this Agreement and sign it of my own free will.

My (Parent or Legal Guardian) Signature _____ Date _____

My Printed Name _____ My Phone _____

My Address _____ City _____ State _____ Zip _____

Participant’s Printed Name _____ DOB _____

Participant’s Signature _____ Date _____

Emergency Contact No. 1 Name _____ Phone _____

Emergency Contact No. 2 Name _____ Phone _____