



## Release and Waiver for Minors

The following form is required in order to provide legal consent for participation by a minor in a Hendrix College program or activity. Please complete, sign and date, and return this form.

**Student Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_

**Relation to Student:** \_\_\_\_\_

I, \_\_\_\_\_, parent or legal guardian of \_\_\_\_\_ ("Student"), hereby acknowledge that Student has voluntarily elected to enroll in \_\_\_\_\_ ("Program or Activity") at Hendrix College from \_\_\_\_\_ (Dates) and that such enrollment is with my acknowledgment and consent. **In consideration for my minor child being permitted by Hendrix College to participate in the Program or Activity, offered by Hendrix College, I hereby acknowledge and agree to the following:**

**Release and Waiver of Liability:** I acknowledge and agree that Hendrix College shall not be liable or responsible in any way for, and I hereby waive all claims and causes of action against the College with respect to or arising out of any death or injury of any nature whatsoever that may be suffered or sustained by Student or Parent/Guardian or any other person in connection with the Hendrix College program or activity or any loss or damage or injury to or theft or loss of any property belonging to me on Hendrix College's property including but not limited to any property placed by me in or about Hendrix College buildings, grounds or facilities. The provisions of this paragraph shall bind me, my personal representatives, heirs, executors, administrators, agents, and assigns and shall survive the completion of the Hendrix College program or activity and the termination of this Agreement.

**Indemnity:** I acknowledge and agree to indemnify, defend and hold Hendrix College harmless from and against any and all losses, damages, claims or liabilities (including attorneys' fees, litigation expenses and costs of appeals) including, but not limited to, any damage to any property, or injury, illness or death of any person occurring in, on, or about Hendrix College property, or any party thereof, arising from participation in the Hendrix College program or activity provided, however, excluding loss as a result of the gross negligence or intentional act of Hendrix College. The provisions of this paragraph shall bind me, my personal representatives, heirs, executors, administrators, agents, and assigns and shall survive the completion of the Hendrix College program or activity and the termination of this Agreement.

**Rules and Requirements:** I acknowledge Hendrix College has the right to terminate Student's participation in the Hendrix College program or activity and require Student to leave Hendrix College premises if it is determined that Student's conduct is detrimental to or incompatible with the best interests, comfort, harmony or welfare of the other participants in the Hendrix College program or activity or Student conduct violates any rule of the Hendrix College program or activity or Hendrix College policies and procedures.

**Property Damage.** If Student damages property belonging to Hendrix College or any other facility providing service to the Hendrix College program or activity or belonging to any individual associated with any of the foregoing, I agree to indemnify the injured party, regardless of whether the loss of damage arises out of the joint or concurrent negligence of any other party.

**Severability.** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**Choice of Law:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Arkansas.

**Acknowledgements:** I understand that I may seek legal counsel of my own choosing to fully explain any terms of this Agreement to me before I sign it.

**Medical Consent:** I, as the parent or legal guardian of Student, authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment and hospital care that Hendrix College's qualified personnel (or third-party health care providers used or engaged by Hendrix College) deem necessary for Student's health, safety and protection. This may include administration of care by qualified personnel, transportation for the purposes of medical treatment by personnel or by third parties and referral to qualified health care providers. I further understand that if Student experiences any condition requiring emergency medical treatment, Hendrix College may direct that Student be transported to the hospital for such care. This consent will be in effect from this date until Student is 18 years of age or the end of the program or activity (whichever is earlier) for which this form has been signed, unless cancelled earlier by me in writing. I understand that state law does not require consent for treatment by a parent or legal guardian in certain circumstances and that my consent will not be required by Hendrix College in those instances.

**ASSUMPTION OF RISK:** I am aware that the practice of medicine is not an exact science and that no guarantees can be made concerning the results of treatment. I grant permission for treatment for Student according to generally accepted medical practice standards. I

acknowledge that no guarantees can or have been made to me as to the result of tests, examinations, treatments, procedures, or any other services rendered. I understand and agree that Hendrix College, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Hendrix College's direction (collectively referred to as "Releasees"), assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized medical treatment **UNLESS THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.** I understand and acknowledge that Hendrix College does not have medical personnel available on campus. I understand that if the Student needs medical assistance, Hendrix College qualified personnel will attempt to contact the parent or legal guardian to determine appropriate action. I further acknowledge that if the Student is ill or injured and cannot participate fully in activities then the Student may be sent home in the care of the Parent or Legal Guardian. At the discretion of the Hendrix College qualified personnel, the Student may be allowed to return once recovered. I have shared all pertinent health information for the Student (named above) on the associated registration form.

**MEDICAL RELEASE AND WAIVER OF LIABILITY:** On behalf of Student, myself, my personal representatives, heirs, executors, administrators, agents, and assigns, I **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Releasees for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that Student may suffer as a result of medical treatment provided by Releasees, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.** I further agree that the Releasees are not in any way responsible for any injury, illness, or damage that Student sustains as a result of Student's own negligent or grossly negligent acts or Student's own intentional misconduct and I, on behalf of myself and Student, hereby release Releasees from any liability for the same. Hendrix College expressly disclaims liability for actions of third parties, which includes but is not limited to students, agents or volunteers who are not acting under the direction and control of Hendrix College. I, on behalf of Student, myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death that Student may suffer as a result of actions of any third parties who are not Releasees.

**INDEMNITY:** I, on behalf of Student, myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness damage or death that Student may suffer as a result of receiving medical treatment from Releasees, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**

I further agree that, in the event that Student or I or any of my family members, personal representatives, heirs, executors, administrators, agents, assigns or any other third party attempts to assert any claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, illness, damage or death to Student, including but not limited to any injury resulting from Student's own negligence, gross negligence or intentional misconduct, **I AGREE TO DEFEND AND INDEMNIFY RELEASEES AGAINST SUCH CLAIMS, DEMANDS, CAUSES OF ACTION (KNOWN OR UNKNOWN), SUITS, AND/OR JUDGMENTS OF ANY AND EVERY KIND (INCLUDING ATTORNEYS' FEES)** to the fullest extent permitted by Law.

I understand that I am responsible for all costs incurred and that, where applicable, an insurance ready bill will be provided for me to submit to my insurance company.

I recognize that I have the right to revoke this consent and that this consent is not needed when Student reaches the age of 18 or meets any of the conditions in which state law does not require parental consent for treatment.

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I certify that I have custody of Student or am the legal guardian of Student by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY RELEASEES.**

Signature\_\_\_\_\_

(Of parent/guardian)

Date\_\_\_\_\_

Name of Signatory (Printed)\_\_\_\_\_