Regent University

ASSUMPTION OF RISK AND RELEASE AND INDEMNIFICATION AGREEMENT

Regent University offers guests, local grade students (collectively the “Participants”) the opportunity to participate in the 2012 Summer C.A.M.P. I understand that Regent University does not and cannot ensure that the Participants’ participation in such programs is free from risk. I wish to participate in the Regent University Program described below (the “Program”), and I understand the nature for the Program and the potential risks involved, including risks of personal injury and property damage or loss. I assume sole and full responsibility for my safety during participation in the Program.

PROGRAM DESCRIPTION AND TERM: Regent University JR Theatre Camp
Auditions: June 8-10; Rehearsals/Classes/Performances June 18-July 8 Regent University Communication and Performing Arts Building.
Weekday Rehearsals/Classes 8:45am-5:15pm and/or 6pm-10pm
Performance dates: July 6 at 10am and 1pm; July 6, 7, and 8 at 7:30pm; and July 7 and 8 at 2:30pm.

In consideration of participation in the Program, I agree as follows:

1. I will comply with all directions of Regent University Summer C.A.M.P. staff including instructors, and administrators as well as Regent University Faculty and Staff before, during, or after participation in the Program.

2. Regent University cannot be held responsible for the personal actions of any Participant, including myself, which may result in injury, loss of or damage to personal effects, or for any illness and/or accident to any Program participant.

3. Regent University Summer C.A.M.P. Employees, Administrators and Regent University Employees and Staff act only in the capacity of Program planner for the participants, and I hold them free of responsibility for any loss, injury or damage to persons, property otherwise resulting, directly or indirectly, from accidents, injuries, or property damage, or from any causes beyond the control of Regent University and their employees.

4. Should I sustain any personal injury of any kind or any property damage as a result of participation in the Program, I hereby release, and shall indemnify, defend and hold harmless Regent University and its respective governing boards, faculty members, agents, employees and independent contractors or its assigns, as well as Elizabeth Litwak from any and all liability, claims, actions, costs, and expenses, including, but not limited to, attorneys fees, that may arise from injury or harm to me, or from damage to my property. I understand that this Agreement covers liability, claim, and actions caused entirely or in part by any act or failure to act by Regent University (or its boards, faculty, employees, agents, independent contractors as well as Elizabeth Litwak), including, but not limited to, negligence, mistake, or failure to supervise by Regent University. This Agreement covers all aspect of participation in the Program.

5. In the event that Regent University shall be found liable for any personal injuries or property damage, I agree that Regent’s sole responsibility shall be to refund to me any fees charged by Regent University for the Program, and I waive all other claims for damages, loss, injury, cost or expense.

6. This Release and Waiver shall be construed under the laws of the Commonwealth of Virginia and I agree to submit any claims hereunder or otherwise arising out of the Program to binding arbitration in Virginia Beach, Virginia, under the rules of the American Arbitration Association. Each party shall bear its own expenses in such arbitration.

I have read this entire Agreement. I fully understand it, and I agree to be legally bound by it. No oral representations, statements or inducements have been made with regard to this Agreement or the Program.

Participant’s name (please print): ________________________________

Participant’s signature: ________________________________________ Date: ___________________________

ALL PARTICIPANTS MUST PRINT AND SIGN THEIR NAMES ABOVE.

CAMPERS UNDER 18 PLEASE SIGN ABOVE AND CONTINUE TO BOTTOM SECTION.

FOR CHILDREN UNDER THE AGE OF 18

I do hereby give my permission and consent for my child(ren) to participate in the Program and agree to be fully bound by the terms and conditions of this Agreement on behalf of myself/ourselves as his/her parent(s)/guardian(s). I/we have agreed that the provisions of this Agreement, including, but not limited to, the provisions relating to the release, indemnification and holding harmless of Regent University and its agents, employees, boards, faculty, independent contractors and its assigns as well as Elizabeth Litwak are applicable to me/us and that I/we are bound thereby. I/we further acknowledge that my child is covered by adequate medical and/or accident insurance. I/we further agree to indemnify and hold Regent University harmless from and against any claims asserted by my/our child. No oral representations, statements or inducements have been made to me/us with regard to this Agreement or the Program.

Parent/guardian name (please print): ________________________________ Relationship: ___________________________

Parent/guardian signature: ______________________________________ Date: ___________________________

Parent/guardian name (please print): ________________________________ Relationship: ___________________________

Parent/guardian signature: ______________________________________ Date: ___________________________