**Informed Consent, Voluntary Waiver of Liability and Assumption of Risks**

**For Adult and/or Child Participant in Go Baby Go! Workshop**

**1.** The Modified Ride-on-Car Workshop (the “Program”) is being offered through **Admiral Byrd Middle School**. As used herein, “school” includes **Admiral Byrd Middle School**, its departments, trustees, officials, employees, agents, officers, directors, and affiliates. In consideration for receiving permission to participate in the Program on location at **Admiral Byrd Middle School**, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my and my child’s participation in the Program, including travel to and from Program activities, there will be dangers, hazards and inherent risks to which I and my child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I recognize that participating in the Program may involve risks and dangers, both known and unknown, and have elected to participate and allow my child to participate in the Program.

I acknowledge and understand there may be physically strenuous activities in which I or my child will be engaged as part of or during the Modified Ride-On Car Workshop. I know of no medical reason why I or my child should not participate.

I acknowledge and understand that at the end of the Program I may leave with the commercial battery-operated ride-on toy (the “Device”) for children, which has been modified as part of the Program. I understand that I am responsible for understanding how to operate the Device. I further understand that I am solely responsible for maintenance of the Device and for proper use of the Device going forward.

Therefore I, on my own behalf and on behalf of my child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of the preparation for, participation in, and traveling to or from, the Program.

I, on behalf of myself and my child, agree to release the school its departments, trustees, officials, agents, employees, officers, directors, and affiliates, and host facility, and hold harmless and indemnify the school from all claims, liability and rights of action, including litigation costs, expenses and attorneys’ fees, for any injury or loss to me or my child as a result of my or my child’s participation in Program activities, or as a result of travel to or from such Program activities, to the extent that those injuries or losses are caused by my own, or my child’s, negligence or willful misconduct, or are caused by the negligence or willful misconduct of others participating in the Program, except for injuries or losses that are caused by the school or those for whom the school is legally responsible, to the fullest extent allowable by law. I further agree that the school assumes no responsibility for the welfare of my or my child’s property or belongings during Program activities.

 **2.** I understand that the school does not maintain any insurance policy covering any circumstance arising from the Program. As such, I am aware that I should review my personal insurance coverage. I acknowledge that the Program is not sponsored, managed, organized, overseen, or governed by **Admiral Byrd Middle School**.

3. I hereby irrevocably grant the school the unrestricted and royalty-free right to record, broadcast, reproduce, distribute, publicly perform, publicly display, print, publish, or otherwise utilize in any manner (including for promotional and advertising purposes), photographs, video and voice recordings, images, names and biographical information of myself and/or my child (collectively “Likenesses”) without limitation as to purpose or frequency, edited and/or altered as the school may see fit, in any and all media or distribution mode now or hereafter known, throughout the world, in perpetuity, . I understand that the school shall own all rights, including the copyright, in and to the materials including the Likenesses (“Materials”), and has the exclusive right to use the Materials and any derivative work of the Materials in whatever way it wishes. I waive any rights to object to use of the Likenesses in the Materials and any derivative work of the Materials, including any and all rights of privacy, publicity and/or moral rights that I or my child might otherwise have. I agree that the use of the Likenesses in the Materials shall be considered a “work made for hire” to the fullest extent permitted by law. In the event that the use of the Likenesses in the Materials does not qualify as a “work made for hire,” I hereby assign all right, title and interest I or my child may have in and to the Materials to the University. I further acknowledge that I will not receive any compensation as a result of any use of the Likenesses. I hereby waive any right that I may have to inspect and/or approve the finished Materials or any derivative work of the Materials, or any use to which my Likeness may be applied. I hereby release the school, from any liability in connection with the use of Likenesses and Materials and any derivatives of the Materials.

4. This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand I am giving up substantial rights, (including my right to sue) and acknowledge that I am signing this document freely and voluntarily and intent my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my child but also my child’s successors, heirs, representatives, administrator and assigns.

5. I acknowledge that I have read this document carefully and fully understand its contents. I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.

6. I hereby certify that I am at least 18 years of age and am legally competent to sign this release form and that I am the parent or legal guardian of the Child Participant identified below, a minor, who will be participating in the Program. It is my express intent that this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of **Virginia**.

I hereby represent that I have read this release form in its entirety and understand all of the terms and conditions it contains.

**SIGNED** this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019.

**Participant Name (Print)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Parent or Legal Guardian (Print):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Parent or Legal Guardian (Sign):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS (Print)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS (Sign)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_