



2015 _____
Assumption of Risk, Release of Claims, Indemnification,
and Hold Harmless Agreement

The parties to this Agreement are _____ (Participant), _____ (Participant's parents or legal guardian, if Participant is under 18, all referred to hereafter jointly and severally as "Participant") and the Board of Trustees of the Leland Stanford Junior University its officers, trustees, faculty, agents, representatives, volunteers, students and employees ("Stanford") for the _____ ("Event") ("Stanford" and "Event" are collectively referred to hereafter as "Released Parties").

Participant is a voluntary participant in this Event. Participant understands and agrees that such activities may be dangerous, may involve travel (local, domestic and/or international) and that neither the Event nor Stanford can guarantee the safety of Participant. Participant shall not engage in inappropriate conduct including the use of physical force or verbal abuse, abuse of the customs or mores of the community, and unauthorized absences from classes or other activities.

Participant is apprised that Released Parties shall not be subject to claims or suit to be made by or on behalf of Participant or Participant's heirs, representatives or assigns as a consequence of Participant's participation in the Event.

Assumption of Risk. Participant expressly understands and agrees that the Event presents risks to Participant and her/his property. These risks can include, among others (by way of example and without limitation): dangers associated with swimming and drowning, manmade and natural jumps; dangers of collision with pedestrians, vehicles, and fixed or moving objects; the dangers arising from surface hazards, including pot holes or other ground or pavement depressions or height differentials, equipment failure, teammates' or co-participants' negligent or wrongful conduct, inadequate safety equipment or training, use of equipment or materials provided by the event organizer, host and others; unfamiliar or different terrain; customs, climate, food and drink; civil unrest, terrorism, kidnapping and assault; laws; social and sexual mores; personal safety; driving practices; sports practices, rules and regulations; communications; criminal and law enforcement activities; disability access; driving practices, road, premises conditions and/or maintenance; disease risks; inadequate health care; injury to the head, neck or spine; injury to the muscular or skeletal systems; injury to internal organs; scratches, bruises, strains, sprains, contusions, falls, fractures; physical violence; verbal abuse; sexual abuse or other forms of harassment by co-participants; loss or damage to sight, teeth; other body

parts or hearing; paralysis; concussions; brain damage; long and/or short-term disability; loss of income and/or career and earning opportunities; minor or serious injury and/or death or other risks, including risks related to explosion, fire, chemical exposure and/or risks associated with field trips. Participant is responsible for researching and evaluating the risks he/she may face and is responsible for his/her actions. Any activities that Participant may take part in, whether as a component of the Event or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved. This includes, but is not limited to, risks associated with the consumption of alcoholic beverages and/or drugs or other intoxicants (whether legal or illegal), property loss, injury to person or property, or death arising out of traffic accidents, assault, and theft or other activities.

It is Participant's intention that this assumption of all risks shall be legally binding and a complete bar to Participant, Participant's heirs, personal representatives, relatives and assigns. This assumption of risk applies to all activities arising out of, associated with or resulting directly or indirectly from Participant's participation in the Event, including but not limited to those risks listed above.

Participant further recognizes, understands and agrees that the Released Parties assume no responsibility for any liability as regards damage or injury that may be caused by Participant's negligence or willful acts committed prior to, during or after participation in the Event, or any liability, damage or injury caused by others, including other participants.

Adherence to Standards. Participant understands and agrees to abide by all Stanford policies, rules, and regulations and to all other laws, rules and regulations, including all office, laboratory and/or general campus rules and regulations.

Release of Claims. In consideration of being accepted into and/or participating in the Event, Participant agrees for Participant and on behalf of Participant's heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, to release and discharge Stanford of and from any and all claims which may arise from any cause whatsoever, including any negligent act or omission by Stanford or others. Participant further releases and discharges Stanford from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Participant's participation in the Event. The Participant

acknowledges and agrees that the Released Parties assumes no responsibility for any liability, damage, or injury that may be caused by Participant's negligent or intentional acts or omissions committed prior to, during, or after participation in the Event, or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of others, including other participants.

Participant intends that both the assumption of risk and the release of claims be complete defenses to any and all actions, claims or demands that Participant, Participant's heirs or legal representatives have or may have for injuries to person or property, including death, as a result of activities for which the participant has assumed risks and/or released and/or waived claims.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless Released Parties from any injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, from any action, claim, or demand that Participant, Participant's heirs or legal representatives, has or may have for any and all personal injuries Participant may suffer or sustain, regardless of cause or fault as a result of, arising out of, associated with, or resulting directly or indirectly from Participant's voluntary participation in or decision to participate in the Event, travel to and from the Event and any and all related activities, on or off of Stanford's campus. ***This Indemnification and Hold Harmless Agreement is intended to be all encompassing.***

Physical Condition and Insurance. Participant attests that he/she is physically and mentally capable of participating and has no known health restrictions that might jeopardize his/her safety or health or the safety or health of others during their participation in the Event. Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required.

Participant agrees to be solely responsible for payment in full of all costs of medical care he/she may receive.

Activities Outside the Event. Should Participant choose to remain at the Event location or elsewhere either before or after participation in the Event then this Agreement shall remain in full force and effect.

Event Modification and Cancellation. Stanford reserves the right to cancel or modify the Event before or during its operation for any reason, including emergencies, low enrollment, or unavailability of facilities or personnel.

Termination of Participation. Participant shall not engage in inappropriate conduct. Participant understands that, in its sole discretion, Stanford or its representative

may terminate Participant's participation in the Event at any time, including during the Event. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by Participant deemed detrimental to the best interests of the Event, or health or safety considerations. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Event, nor shall Stanford be required to make any refund.

Severability. It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Santa Clara, State of California. The parties agree to submit to jurisdiction in Santa Clara County, California.

Construction and Scope of Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by it.

Date:

Participant Signature:

Participant's Name Printed:

Date:

Signature of Custodial Parent or Legal Guardian (if Participant under 18):

Custodial Parent or Legal Guardian Name Printed:

**Medical Insurance Information,
Consent for Emergency Medical Treatment &
Emergency Contact Information Form**

Participant Name: _____

Medical Insurance

Is the participant covered by medical/hospital insurance? Yes No

If so, list the policy/group number: _____

Carrier Name _____ Name of Insured _____

Relationship of Insured to participant _____

Medical Information

Please list any medications that would need to be administered to participant in case of an emergency.

Please list any allergies to medications, food, insect bites, etc, and indicate if participant carries an EpiPen for allergic reactions.

Please list any other special needs or medical issues that would be important for caregivers to know about in case of an emergency.

Participant Home Phone _____ Participant Cell Phone _____

In Case of Emergency, Please Notify:

Primary Contact's Name: _____ City _____

Relationship: Parent Legal Guardian Sibling Other, describe:

Home Phone _____ Alternate Phone _____ Email Address:

AND/OR

Secondary Contact's Name _____ City _____

Relationship: Parent Legal Guardian Sibling Other, describe:

Home Phone _____ Alternate Phone _____ Email Address:

Consent for Emergency Medical Treatment

I hereby give consent to Stanford University to obtain all emergency medical care under whatever conditions are necessary to preserve the life, limb or wellbeing of the Participant named above.

Participant Signature _____ **Date:** _____

Parent/Legal Guardian Signature (if parent/guardian's plan covers the participant or if participant is under 18 years old at the start of the program/activity)

Signature _____ Date: _____

Parent/Guardian Name Printed _____

Maintenance of Medical Information

This Medical Insurance Information, Consent for Emergency Medical Treatment & Emergency Contact Information Form is provided as a sample document for Program Sponsors and/or Program Directors. While collection of certain medical information is important and recommended in order to address the medical needs of your program participants, it is imperative that medical information be collected and maintained in such a way that ensures the protection of privacy for your participants.

The following guidelines should be addressed in your medical information collection and maintenance practices:

- Only collect medical information that is necessary given the specifics of your program.
- Dissemination to medical information should be determined by who should have access to certain information and guided by whether each person/role needs that information to discharge his/her responsibilities. There are two closely related concepts:
 - Need to Know - You should be able to clearly articulate why your specified staff roles need access to medical information, and what could go wrong if they didn't have that information.
 - Minimum Necessary - You would also need to consider whether you need to disclose all the medical information or just part of it to each role. Functional information is the only information necessary. The actual name of the condition is not required for everyday precautions (e.g. restricted exercise versus a cardiac deformity).
- Medical information should be collected using paper forms only. They should not be converted to electronic files, and data should not be transferred to an electronic database unless systems/servers storing the information have been thoroughly reviewed by information security officers and deemed secure.
- Medical information documents should be reviewed by staff responsible for the care and welfare of program participants and kept in locked file drawers and binders which are in a secured office or location with limited access by specific senior personnel.
- Be sure to address staff changes immediately with changes to your medical information management process if such staff changes make it necessary or prudent.
- At the conclusion of your program, ensure that all medical information is destroyed. For paper documents, crosscut paper shredding is recommended. Electronic data should be removed from storage securely. Medical information should only be retained if an incident occurred making it necessary and/or prudent to keep information for future resolution of the incident. Such determinations should be made in consultation with Stanford University's Office of Risk Management. In such cases, only the relevant data should be retained.

Stanford University

Registration Form for Programs with Minors

Once completed, make a photocopy of this document for your records and return the original to Stanford Conferences.

Name of Program:

Program Objective(s) and Brief Description:

Program Website Address *(if applicable)*

Name of Sponsor School or Department:

Sponsor Contact:

Email:

Phone:

Program Director/Primary Contact Name:

Phone:

Email:

Secondary Contact Name:

Phone:

Email:

Program Start Date:

Program End Date:

Program Location/Venue *(if multiple venues will be utilized, provide an overview of the itinerary including venues with this form.):*

Number of Minors Anticipated:

Ages Ranges *(Check all that apply):*

6-8

9-13

14-17

Signatures below certify full understanding of Stanford University's Protection of Minors policy and agreement to comply with the requirements of that policy to ensure all minors participating in University sponsored programs will remain safe during their participation. Further, the Program Director and Sponsor Contact/Representative understand that compliance with the policy must be satisfied and recorded by Stanford Conferences before the program may take place, despite any services and/or facilities bookings that may have been secured and/or any financial obligations that may have been incurred.

Signature: _____
Sponsor Contact/Representative:

Date: _____

Signature: _____
Program Director/Primary Contact:

Date: _____

Inquiries and document submissions may be directed to Stanford Conferences via the following:

Phone: (650) 723-3126

Fax: (650) 723-7020

Email: protectminors@stanford.edu

Office: 123 Encina Commons, Stanford, CA 94305-6020

Programs with Minors Registration, Instructions, and Administrative Requirements

Visit the Protect Minors Website for greater detail, forms & materials: <http://protectminors.stanford.edu>

I. **Staff and Participant Information**

At least 30 days prior to the program start date, a roster of program staff must be submitted to Stanford Conferences on the Excel formatted Roster Submission Form available at the Protect Minors website. Participant roster information may be submitted along with staff roster information, or it may be provided separately at a later date using the same Roster Submission Form. Any subsequent updates to Staff and/or Participant roster information may be submitted prior to the program start date.

II. **Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless Agreement Form**

Forms are available at Protect Minors website. Forms should be collected by program staff and submitted to Stanford Conferences. For consultation on collection methods based on your program's registration, recruitment, and/or check-in processes, contact Stanford Conferences.

III. **Minimum Ratios of Supervising Staff to Minors**

Staffing for supervision of minors may vary depending on the type of program, the activities involved, and requirements imposed by the Program Sponsor. However, at a minimum, the following supervising staff to minors ratios must be met:

Participant Age	Number of Adult Staff Supervisors	Number of Overnight Participants	Number of Day-only Participants
6–8 years	1	6	8
9–13 years	1	8	10
14-17 years	1	10	12

IV. **Background Checks**

Program staff must go through Live Scan background checks in accordance with the Protection of Minors policy and the University's Background Check policy prior to the program start date. Information and instructions for the Live Scan process are available at the Protect Minors website.

V. **Staff Training**

Program staff must receive training as required by the Protection of Minors policy. Training materials and resources are available online at the Protect Minors website. Particular attention should be given to the Guidelines for Appropriate Behaviors with Minors document.

VI. **Medical Information**

A sample medical and emergency contact information form is available at the Protect Minors website. Attention should be given to the maintenance of medical information to ensure participant privacy and information confidentiality, as noted on the sample document.