

2022 Stanford Summer Session
Assumption of Risk, Release of Claims and Hold Harmless Agreement



**READ CAREFULLY:
THIS AFFECTS YOUR IMPORTANT LEGAL RIGHTS**

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 (collectively referred to hereafter as "Stanford") for _____ Stanford Summer Session _____ ("Program"). This agreement is signed in consideration of participant's being permitted to participate in the Program.

Assumption of Risk. Participant voluntarily assumes any and all risks in any way related to their participation in the Program. Participant is a voluntary participant in this Program. Participant understands and agrees that the Program and any related activities may be dangerous, may involve travel off the Stanford campus, either within or outside of the United States, and that neither the Program nor Stanford can guarantee the Participant's safety.

Any activities in which Participant may take part, whether as a component of the Program or separate from it, have been undertaken with Participant's understanding and assumption of any and all risks involved. The specific risks vary from one Program to another, but they may range from minor injuries (e.g., cuts, bruises or sprains) to catastrophic injuries (e.g., paralysis and death). Participant understands that injuries or outcomes may arise from their own or others' actions, inaction, or negligence; conditions related to any travel or other aspects of participation in the Program; or the condition of the location or premises where the Program is taking place.

Participant understands they may face unique risks when the Program involves travel, and acknowledges that it is Participant's responsibility to take every precaution to safeguard Participant's health, safety and security, and the safety and security of their personal belongings and premises.

If any travel is outside of the United States, Participant acknowledges that they have reviewed and understands the advisories for the locations Participant will visit, posted by the United States [Department of State](#), by the United States [Centers for Disease Control](#), and by [International SOS](#) posted at <https://www.internationalsos.com/member-zone> using Stanford membership number 11BCPA000272. In addition, the Participant acknowledges that they have reviewed and understood the general advise and precautions for overseas travel posted by the [U.S. Department of Justice](#).

Nonetheless, Participant assumes all related risks whether or not listed above, in relation to their participation in the Program, including travel to, from and during the Program.

Physical Condition and Insurance. Participant attests that Participant is physically and mentally capable of participating in the Program, and has no known health or other restrictions that might jeopardize Participant's safety or health or the safety or health of others during their participation in the Program. Participant gives permission for Stanford or its representative to provide immediate and reasonable emergency care should it be required. If Stanford learns that Participant is experiencing serious health problems or has suffered an injury, or is otherwise in a situation that raises significant health and safety concerns, Stanford may contact Participant's emergency contact and share Participant's personal information and documents (including health information) with third parties in furtherance of protecting Participant's health, safety or security.

Participant agrees to be solely responsible for payment in full of all costs of medical or emergency care they may receive, including without limitation emergency evacuation services.

Photo/Video Release. Participant agrees that Stanford may record, edit, use, reproduce, publish and distribute by way of any and all media and transmission, the visual and/or audio likeness of Participant and other commentaries, information, and materials the Participant may provide in connection with the Program, which includes, without limitation, Participant's name, biographical information, recorded voice, likeness, commentaries, presentation materials, and/or performance at the Program. Stanford is further granted permission to use such materials for educational, fund-raising, promotional or other purposes worldwide and in perpetuity, to the extent permitted by applicable law.

Waiver and Release of Claims. In consideration of being accepted into and/or participating in the Program, Participant agrees to and hereby does, for Participant and on behalf of Participant's heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, release and discharge Stanford of and from any and all claims which may arise from any cause whatsoever, including claims arising from any negligent act or omission by Stanford in any way related to participation in the Program. Participant further releases and discharges Stanford from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences or claims or expenses of any kind whatsoever, arising or resulting directly, indirectly or incidentally from Participant's participation in the Program or in any way related thereto. THIS WAIVER AND RELEASE OF CLAIMS IS INTENDED

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TO BE CONSTRUED AS BROADLY AS POSSIBLE AND IS INTENDED TO WAIVE AND RELEASE PARTICIPANT'S CLAIMS OR LAWSUITS OF EVERY KIND AND NATURE RELATED OR INCIDENTAL TO PARTICIPANT'S PARTICIPATION IN THE PROGRAM.

Indemnification and Hold Harmless. Participant hereby agrees to indemnify, defend, and hold harmless Stanford from any and all claims of injury, loss, damages or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, that may arise as a result of Participant's participation in the Program. If Stanford incurs any of these types of expenses, Participant agrees to reimburse Stanford.

To the extent Participant chooses to enter or remain in a location before or after participation in the Program, engages in activities that are not part of the Program, or chooses voluntarily to end participation in the Program, Participant recognizes and agrees that Stanford shall not be acting as their sponsor. If and to the extent Participant may cause or sustain personal injury or other damage to themselves or others, or damage or loss to their own or others' property, Participant understands that Stanford will not be held responsible regardless of cause or fault.

Adherence to Standards. Participant understands and agrees to abide by all Stanford policies, rules, and regulations applicable to the Program, including without limitation Stanford's [international travel policy](https://provost.stanford.edu/2017/03/03/international-travel-policy-2/) located at <https://provost.stanford.edu/2017/03/03/international-travel-policy-2/>

Participant understands and agrees to abide by applicable laws, rules, regulations and public orders of the country, state or province, including the Centers for Disease Control and Prevention, and by all Stanford guidance and policies, rules, and regulations applicable to the Program, including without limitation Stanford's policies in the context of the Covid-19 pandemic located at: <https://healthalerts.stanford.edu/>.

When traveling outside the United States, Participant is solely responsible for evaluating, understanding and complying with visa and entry requirements, including COVID entry requirements, and local laws of the destination location(s).

Termination of Participation. Participant understands that, in its sole discretion, Stanford or its representative may

terminate, without notice or cause, Participant's participation at any time, including during the Program. Such termination shall not diminish or otherwise alter Participant's obligation to make any payment required for the Program, nor shall Stanford be required to make any refund for personal expenses incurred by the Participant.

Program Modification and Cancellation. Stanford reserves the right to cancel or modify the Program before or during its operation for any reason

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

Construction and Scope of Agreement 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. If any provision of this Agreement is held invalid, the invalidity shall not affect its other provisions.

Participant acknowledges that they have read this Assumption of Risk, Release of Claims and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms.

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: