

SUPER SUMMER PROGRAM STATEMENT OF RESPONSIBILITY AND AUTHORIZATION, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____, am participating in Super Summer (the "Program") at Samford University (the "University") in Birmingham, Alabama, July 6-10, 2020. I acknowledge and agree that my participation in the Program is totally voluntary. In consideration of the University's agreement to permit me to participate in the Program, the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

- 1) In signing this Statement of Responsibility and Authorization, Waiver, Release and Indemnification Agreement, **I hereby declare that I will attend Super Summer in its entirety, from the opening session on Monday through the closing worship, which concludes on Friday.** I agree to inform the Director of the Program at least seven (7) days before the start of the Program if travel limitations will result in arriving late to the program (after 5pm) on Monday. I understand that the Program reserves the right not to allow me to participate in the Program if I do not agree to participate in the Program in its entirety and that the Program will not make any refunds after **(stated refund deadlines)** if I am not admitted to the Program due to my unwillingness to participate for the full schedule of activities
- 2) I hereby release, acquit and forever discharge the University and its employees, agents, students, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death), mental anguish or emotional distress to persons and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorney's fees, which arise out of, during or in connection with my attendance at, activities at, sponsored by, participation in, or arising out of the Program, including travel to or from the University.
- 3) I hereby agree to indemnify, defend and hold harmless the University and its employees, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, actions, causes of action judgments, costs or expenses, including attorney's fees, which result from arise out of relate to my attendance at, association with, participation in, activities at, sponsored by, or arising out of the Program, including travel to or from the University.
- 4) I hereby acknowledge and accept that there are both known and unknown risks arising from various activities, including but not limited to bodily injury and death, that could result from my participation in Super Summer at the University. I have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of the University's permission to allow me to participate in the Program. I hereby release and discharge the University from all negligence, including the University's own negligence, in connection with my attendance at, activities at, or participation in the Program, including travel to and from the University, except for any gross negligence or willful and wanton misconduct on the part of the University.
- 5) I represent and warrant that I shall be insured- covered throughout the Program by one or more policies of comprehensive health and accident insurance, which provides coverage for injuries, which I may sustain as part of my participation in this Program. I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductible or similar expenses, whether covered by health insurance or not, that I may incur while participating in this Program. I will report to the Program Director in writing any physical or mental condition that I may have which may require special medical attention or accommodation at least ten (10) days prior to the start of the Program.

- 6) I hereby acknowledge and accept that all personal property brought by me onto the campus of the University is at my risk entirely and the University shall have no liability or responsibility for the care or safekeeping of such personal property.
- 7) The University reserves the right to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the University, including the Code of Conduct for Program Participants, I understand that I may be required to leave the Program in the sole discretion of the University's agents and representatives, and may be referred to the appropriate University officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the Program. The right is reserved by the University, in its sole discretion, to cancel the Program or my participation in any aspect thereof prior to departure.
- 8) I agree that this Waiver, Release and Indemnification Agreement; Statement of Responsibility and Authorization is intended to be as broad and inclusive as permitted by the laws of the State of Alabama, U.S.A., and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action, the laws of the State of Alabama apply and the jurisdiction lies with the Tenth Judicial Circuit of the Alabama State Court or the U. S. District Court of Northern District of Alabama.
- 9) I consent to any publicity, including the use of my name and likeness, and waive any right to inspect and/or approve any photography, film videotape, recordings or advertising copy which may be used in connection with my participation in the Program. I grant to the University permission to film, reproduce, and distribute images, audio, and video of **Super Summer**. It is understood that these images will be used for promotional and reporting efforts as an initiative of Samford University, which may include collaborative projects with other organizations. Neither the Program nor its affiliates will release, replicate, or sell images for or to individuals other than those affiliated with Samford University. First names and city/state of origin may be transposed over some individuals' images, but will not include accompanying last names or specific addresses unless additional permission is obtained from the participant.
- 10) I acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights, that it is a legally binding agreement, and that I have signed it knowingly and voluntarily.

Participant's Name (Printed)

Participant Signature

Date

**SUPER SUMMER/SAMFORD UNIVERSITY
HEALTH INFORMATION AND CONSENT FOR EMERGENCY MEDICAL TREATMENT FORM**

Program Attending: SUPER SUMMER

Participant Name: _____ Birthdate: _____

Permission for Treatment: The health history provided on this form is correct to the best of my knowledge. By my signature below, I hereby grant permission and authorize the provision of emergency medical treatment if I become ill or injured while participating in a Samford University sponsored Program and when parents or guardians cannot be reached.

Release of Information: By my signature below, I authorize Samford University to release medical information to any person or entity to which Samford University refers for medical treatment.

TO GRANT CONSENT

Should an emergency arise while I am under the supervision of the staff of Super Summer or Samford University, I do hereby authorize the staff to obtain medical attention. I do hereby give consent to any necessary examination, anesthetic, medical diagnosis, surgery or treatment, and/or hospital care to be rendered under the general or special supervision and on the advice of any physician or surgeon licensed to practice medicine during the program period. I do hereby release and forever discharge Samford University and its employees, agents, officers, trustees, affiliates and representatives from any and all liability of any kind for any claim, demand, action, cause of action, expense (including hospital and medical expenses), judgment or cost, including without limitation attorney's fees, co-pays or deductibles, which arise out of or relate in any manner to the exercise of authority or judgment pursuant hereto, or to the securing, oversight, administration or supervision of medical or other care or treatment at any time or any travel incident thereto.

Participant's Doctor: _____ Phone: _____

Participant's Dentist: _____ Phone: _____

Medical Insurance

Name of Company: _____

Phone: _____

ID Number: _____

Group Number: _____

Insurance Holder's Name: _____

Medical History: Allergies, if any, including medication and foods:

Chronic or existing diseases or medical problems (e.g. diabetes, epilepsy):

Medicines now taking and dosage:

Storing/Administering Non-Prescription Medications at Super Summer

I understand and acknowledge by my signature below that Samford University and Super Summer staff is not responsible for the storage or administration of any prescription or non-prescription medication. I am capable of taking medication(s) throughout my stay at Samford University. I know that Super Summer or Samford University staff will not store or administer medications, prescription or non-prescription during the program.

Date participant received last Tetanus injection or booster (if known): _____

Any physical restrictions:

Emergency Contact Information:

I, (we) can be reached at the following phone numbers(s) in an emergency:

Print Name and Location Phone

Print Name and Location Phone

Signatures:

Signature Participant Date

CODE OF CONDUCT for Super Summer Participants

The policy information listed below is relevant to your residency in a Samford University residence hall during this Program.

Community

We encourage residents to build community by interacting with others in a positive and supportive attitude. With any living arrangement, problems can develop. It is imperative to show mutual respect and consideration for one another. Before you act, think about the consequences. More often than not, your actions can be redirected in a more constructive manner. Your residence hall is made up of people with a variety of backgrounds and lifestyles.

Alcohol, Drugs & Gatherings

Students may not possess or consume alcohol on the campus. The use of illegal drugs or abuse of prescribed medications is also prohibited. Moreover, social gatherings of any type where alcohol is present are off limits to program participants. Violations will result in removal from the residence hall and the program, without a refund. No alcohol is allowed in the residence halls at any time.

Smoking

Smoking is prohibited on campus and in all areas of the residence halls. In addition, the burning of incense and candles is prohibited.

Room Entry

The University reserves the right to enter rooms without a search warrant for the purpose of maintenance, security, discipline and the orderly operation of an educational institution.

Quiet Hours

Each program participant has a right to an atmosphere helpful for sleep beginning at 10:00 p.m. every evening. Quiet hours are violated with such activities as shouting, yelling or talking on cell phones in the hallways, a gathering of residents in a room that can be heard in the hallway, loud TV or music, and any other activity that disturbs others. Residents should be courteous of each other's needs and must immediately cease any noise or activity that is disturbing someone else, regardless of the time.

Curfew

All students enrolled in the program must be in their assigned residence halls by 11:00 p.m. All students must be in their assigned rooms with lights out by 11:30 p.m. each night.

Personal Conduct

Samford is a Baptist university and expects program participants to exemplify the standards of Christian morality in their lives. Any activity, which offends these standards, will lead to removal from the residence hall and the program, without a refund.

Maintenance

All maintenance issues should be reported to the residence hall staff or the Front Desk.

Theft/Vandalism

Any theft or unauthorized possession of University or personal property is prohibited. Student program participants vandalizing University or another's property will be removed from the residence hall and the program, without a refund.

Corridors Athletic activity of any kind (basketball, golf, soccer, volleyball, wrestling, Frisbee throwing, rollerblading, lacrosse, etc.) is absolutely prohibited in the corridors/hallways.

Fireworks/Weapons The possession or use of any form of fireworks or weapons is prohibited. A program participant using or possessing any form of fireworks or weapons will be removed from the residence hall and the program, without a refund.

Fire Alarm System

Fire alarm systems and other fire equipment; such as smoke detectors, portable fire extinguishers and sprinkler systems are installed in buildings for safety and protection of all residents. Malicious tampering with or misuse of these devices and system components will result in removal of all persons involved from the residence hall and the program, without a refund.

Keys

Keys are each resident’s responsibility. Keys must remain in the resident’s possession at all times. Lost keys compromise the safety of all residents and should be reported immediately to the hall staff. The fine for a lost key is \$50.

Furniture

All University room furniture must remain in individual rooms and not be removed from its location, including beds. Lounge furniture should not be moved into rooms or to other locations.

Damage

Any damage to a residence hall room or its furnishings will be charged to the occupants of the room. All residence hall rooms, hallways, and common areas are inventoried prior to move-in and are inventoried again following move-out. Damages, shortages, and rule violations are noted, and programs are billed accordingly.

Electrical Appliances

To meet fire, health and safety requirements, the University must discourage the use of electrical appliances in individual rooms. The use of the following electrical appliances is prohibited in all residence halls: air conditioners, broilers, rotisseries, ceiling fans, skillets, rice cookers, dimmer switches, hot plates, microwaves, toaster ovens, hot pots, toasters, and other such high wattage and heating appliances.

Program Mentors & Hall Staff

Super Summer Staff will serve as “resident assistants” in the dorms and will be the primary contact and first responders to the student students during their stay. Additionally, Residence Hall Staff are available in the dorms and may be contacted with an issue related to the dorm itself, or in case of emergency. Parents are asked to not contact residents via the staff members unless it is an emergency.

I have read and agree to the rules and regulations hereby outlined. I understand that violation of these rules may result in my immediate dismissal from the program without reimbursement.

Signature of Participant

Date

Notary

Date

