**MIDWESTERN UNIVERSITY**

**CONSENT AND RELEASE FOR EVENT PARTICIPATION**

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| **Participant’s Name (“Participant”):** |  |
| **Event Name/Date** |  |

We are very pleased that you have decided to visit Midwestern University for a health careers exploration event. There are so many exciting health professions, and our goal is to introduce you to them in a hands-on, realistic, safe, and fun environment. As a condition of your participation, we ask that you review this “Consent and Release for Event Participation” (“Agreement”) so you can be best prepared for your visit. Please let us know if you have any questions.

Participant understands that the Event is an academic experience and, as such, there is neither compensation, benefits, nor academic credit from MWU for participating in the Event. In addition, Participant understand and agrees that participation in the Event may be terminated at any time for any reason. In consideration of Participant’s participation in the Event and access to the facilities provided by MWU, Participant has read and understood this Agreement and Participant acknowledges and expressly agrees to the following:

1. Although Participant will be supervised by professional level faculty and/or staff, there may be inherent risk to life, health, and property. The Event may expose Participant to organic solvents or other chemicals (“Chemicals”) that may be dangerous upon prolonged exposure, are known respiratory irritants and carcinogens, may cause central nervous disorders, may irritate the eyes, and/or may cause other serious health issues. These Chemicals may also pose an increased risk to a fetus or infant during pregnancy or breast feeding, respectively. The Event may expose Participant to other dangers or health risks such as, but not limited to, allergens, needle sticks, live animals, and physical exertion.
2. Participant will report to MWU at the time Participant returns this executed document any physical or mental condition Participant may have that may require special medical attention or accommodation.
3. Participant consents to any medical treatment that Participant may require as a result of Participant’s participation in the Event. If the Participant does not have insurance, Participant accepts full responsibility for not having a policy of comprehensive health and accident insurance and the costs of any medical care Participant might receive during or as a consequence of participating in the Event.
4. Participant will comply with any and all applicable policies, procedures, rules, safety protocol, laws, and regulations regarding the use of MWU’s facilities and participation in the Event. Participant will also follow the direction of MWU faculty and staff. A violation of any policy, procedure, rule, safety protocol, law, regulation, or directive may result in Participant’s termination from the Event.
5. In consideration of Participant’s continued participation in the Event and access to the facilities provided by MWU, Participant on behalf of Participant and Participant’s spouse, heirs, executors, administrators, successors, assigns, and anyone who might be allowed to claim by or through Participant, releases, waives, and forever discharges MWU, including, but not limited to, its trustees, officers, executives, administrators, directors, employees, faculty, staff, agents, insurers, affiliates, students, or any other person or entity affiliated or associated with MWU in any way, directly or indirectly (collectively, “Released Parties”), from any and all allegations, claims, demands, causes of action, costs, damages, judgments, or liability of whatever kind or character arising out of or relating to Participant’s actions or inactions in the Event, whether caused by the negligence or the fault of others (collectively, “Claims”). This release, waiver, and discharge includes, but is not limited to, any Claims whatsoever that may arise as a result of any first aid, treatment, services, or assistance provided to Participant in connection with any injury Participant may receive.
6. In consideration of Participant’s continued participation in the Event and access to the facilities provided by MWU, MWU has the absolute right and permission to take, use, reuse, publish, republish, and discontinue use of photographs, videotapes, testimonials, or other recordings of any type that include Participant, in whole or in part, in conjunction with Participant’s own real or fictitious name (“Reproductions”), for advertising, trade, or any other purpose deemed appropriate by MWU at its sole discretion without providing Participant prior notice. Participant consents to the digital compositing or distortion of the Reproductions. Participant waives any right that Participant or anyone on Participant’s behalf may have to inspect or approve any finished product or products containing the Reproductions. Participant also waives any remuneration of any kind relating to MWU’s use of the Reproductions or likeness in general. MWU may use or permit others to use the Reproductions for such purposes as MWU sees fit in its sole discretion, without prior notice, or remuneration to Participant.
7. Participant’s participation in the Event is completely voluntary and Participant’s participation in the Event and Participant’s execution of this document is voluntary, knowing, and of Participant’s own free will.
8. MWU treats donated anatomical specimens with the utmost of respect and gratitude at all times and Participant pledges to comply with this edict. Similarly, Participant will respect MWU’s equipment, facilities, and individuals present during the Event at all times.
9. Photographic, video, and other electronic recording in any anatomy laboratories is expressly prohibited. Food and drink are also prohibited in the anatomy laboratories.
10. This Agreement can be amended, waived, modified, or discharged only in writing signed by Participant and an authorized representative of MWU. This Agreement represents the entire understanding between the parties concerning the matters herein and fully supersedes any prior agreements or understandings, written or oral, between Participant and MWU concerning these same matters.
11. This Agreement extends to all acts of negligence of the Released Parties and is intended to be as broad and inclusive as is permitted by applicable laws. If any portion of this Agreement is found not to be enforceable or valid, it is agreed that the balance of this Agreement shall continue in full legal force and effect.
12. This Agreement shall be governed by the laws of [STATE] and any dispute arising out of this Agreement shall be resolved in a court sitting in [--------------] County, [STATE].

**PARTICIPANT HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT PARTICIPANT IS GIVING UP CERTAIN LEGAL RIGHTS BY SIGNING IT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO PARTICIPANT. PARTICIPANT INTENDS PARTICIPANT’S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL CLAIMS AND LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

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| **PARTICIPANT** | | |
| **Participant’s Signature:** |  | **Date:** |
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| **PARENT/GUARDIAN**  **(IF PARTICIPANT IS A MINOR)** | | |
| **I certify that I am a parent or guardian of Participant, or that I hold legal power of attorney for the parent of Participant. In this capacity, I represent and warrant, by signing above, that I have legal authority to execute this Agreement on behalf of Participant.**  **I have read this Agreement, fully understand its terms, understand that I and Participant are giving up certain legal rights by me signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me or Participant by MWU. I intend my signature to be a complete and unconditional release and waiver of all claims and liability by me and Participant to the greatest extent allowed by law. I understand and acknowledge that Participant’s participation in the Event is wholly voluntary. I understand that Participant may not participate in the Event without my permission and therefore Participant does have my permission to participate in the Event. I further understand that all of the releases, authorizations, statements, terms, and conditions of this Agreement apply to me, Participant, and anyone else who can make Claims through us individually or collectively. I consent to Participant’s full participation in the Event subject to this Agreement.** | | |
| **Parent/Guardian Name:** |  | |
| **Parent/Guardian Signature:** |  | **Date:** |
| **Contact Information:** | **Address:** | **Phone:** |