

**CONTACT INFORMATION | PARTICIPANT WAIVER and RELEASE from LIABILITY**

**Participant (Child under 16)**

Full Legal Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

**Parent(s)/Legal Guardian(s):**

**Parent #1:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_ Pager: \_\_\_\_\_

Email: \_\_\_\_\_

Additional Contact Information: \_\_\_\_\_

**Parent #2:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_ Pager: \_\_\_\_\_

Email: \_\_\_\_\_

Additional Contact Information: \_\_\_\_\_

**Alternate contact in the event Parent(s)/Legal Guardian(s) cannot be reached:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_ Pager: \_\_\_\_\_

Email: \_\_\_\_\_

Additional Contact Information: \_\_\_\_\_



**ELECTIVE PARTICIPATION:** I acknowledge that my child's participation is elective and voluntary. As a condition of my child's participation, I hereby grant The Swannanoa Gathering at Warren Wilson College the right to use, for promotional purposes only, any photographs taken of, or statements or quotes attributed to my child by The Swannanoa Gathering at Warren Wilson College, its employees or agents, during my participation in the Program.

**RULES AND REQUIREMENTS:** My child agrees to conduct him/herself in accordance with The Swannanoa Gathering at Warren Wilson College's policies and procedures. S/he further agrees to abide by all the rules and requirements of the Program. S/he acknowledges that The Swannanoa Gathering at Warren Wilson College has the right to terminate her/his participation in the Program if it is determined that her/his conduct is detrimental to the best interests of the group, her/his conduct violates any rule of The Swannanoa Gathering at Warren Wilson College or the Program, or for any other reason in The Swannanoa Gathering at Warren Wilson College's discretion.

**INFORMED CONSENT:** I have been informed of and I understand the various aspects of the Program, including the dangers, hazards, and risks inherent in sending my child unsupervised. I understand that S/he could sustain serious injuries, and/or property damage as a result of her/his participation in the Program. I further understand and agree that any injury, illness, property damage, or disability that

my child may sustain by any means is my sole responsibility, except for those occurrences due to The Swannanoa Gathering at Warren Wilson College's gross negligence or intentional acts.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of my child, her/his personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** The Swannanoa Gathering at Warren Wilson College, including its governing board, directors, officers, employees, agents, volunteers, and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, or property damage that my child may suffer as a result of her/his participation in the Program, **REGARDLESS OF WHETHER THE INJURY, OR DAMAGE IS CAUSED BY THE RELEASEES, UNLESS THE INJURY OR DAMAGE IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that my child may sustain as a result of her/his own negligent acts.

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my child's participation in the Program, some of which may be dangerous and which may expose her/him to the risk of personal injuries, or property damage. Furthermore, I acknowledge that there are other potential dangers incidental to my child's participation in the Program due to weather conditions, facility conditions, equipment conditions, negligent first aid operations or procedures of Releasees, and other risks that are unknown at this time. **ON BEHALF OF MY CHILD, I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR GROSSLY NEGLIGENT ACTS,** and assume full responsibility for my child's participation in the Program.

**INDEMNITY:** I, on behalf of my child and myself, her/his personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury or property damage that my child may suffer as a result of her/his participation in the Program, **REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY OR DAMAGE IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

**Signature of Parent/Guardian for Participants Who Are Minors:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE SWANNANOA GATHERING AT WARREN WILSON COLLEGE.**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent or Guardian)

\_\_\_\_\_  
(Printed Name of Parent or Guardian)

\_\_\_\_\_  
(Printed Name of Participant)

**Received by:**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name of Institution Official)

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