

**NORTH CAROLINA 4-H YOUTH DEVELOPMENT PROGRAM
LIABILITY WAIVER, ASSUMPTION OF THE RISK, PHOTO & MEDIA RELEASE,
AND INDEMNIFICATION AGREEMENT**

In consideration of NC State University allowing my minor child to participate in the North Carolina 4-H Program, (hereinafter “Program”), I, for myself and/or on behalf of the minor child listed below (“Minor”), agree as follows:

I affirm and acknowledge that I am participating in the Program for my own personal benefit. I understand that I will participate in recreational and other activities as part of the Program and that such activities have inherent dangers and physical risks. I understand and acknowledge that the inherent dangers and physical risks involved in these activities are such that no amount of care, caution, instruction or expertise can completely eliminate them. These dangers and risks include, but are not limited to, loss of or damage to personal property, strains, sprains, bruises, heat exhaustion, and other personal injuries, or even death, that could result from tripping, falling, contact with other individuals, and equipment failure, among other causes. I assume responsibility for all risks, known and unknown, involving my participation in the aforementioned activities, and I voluntarily authorize my participation in reliance upon my own judgment and knowledge of my experience and capabilities.

I represent that I am acting on my behalf or as the parent or legal guardian of the Minor and I have authority to enter this Agreement. I also represent that I am in proper physical and other condition to participate in the Program. I understand that it is my sole responsibility to determine whether the I am sufficiently fit and healthy enough to participate in the Program, and if necessary, I will consult with my physician for appropriate guidance.

I hereby agree to indemnify and hold harmless NC State University and its trustees, officers, directors, employees and agents (the “Released Parties”) from any liability, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys’ fees, arising from, resulting from, or relating in any way to my participation in the Program. I further agree that if, despite this Agreement, anyone - on the Minor’s behalf, makes a claim against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any liabilities which may be incurred as a result of such claim.

I understand that I am required to be familiar with and abide by the Program’s rules and regulations, including the 4-H Code of Conduct and/or the NC 4-H Volunteer Standard of Behavior and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while s/he is participating in the Program.

I do hereby agree to be photographed, audio or videotaped by the NC Cooperative Extension, 4-H Program, and NC State University. I further agree that my image or likeness in photographs, videos, or audio may be used for educational or promotional purposes, including posting on the Internet. I agree that the use herein may be without compensation to me. I hereby waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with them now or in the future. I am expressly releasing NC Cooperative Extension, North Carolina 4-H Youth Development, and NC State University, its agents, employees, licensees and assigns from any and all claims which I may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such recordings.

- I **agree** to photo/media use for any public release by NC State
- I **do not** agree to photo/media use for any public release by NC State

I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, and have full capacity to enter into this agreement and do so voluntarily.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Signature of Parent/Guardian: _____ Date: _____

Printed Name: _____ Name of Minor: _____