

**LIABILITY WAIVER, ASSUMPTION OF THE RISK, AND INDEMNIFICATION AGREEMENT
FOR NORTH CAROLINA FFA ASSOCIATION AND
NC STATE UNIVERSITY PROGRAM/EVENT**

In consideration for being allowed by North Carolina FFA Association and NC State for me or my minor child to participate in **North Carolina FFA Association Events and Programs throughout the 2021-2022 school year** coordinated by the faculty at NC State, the undersigned hereby agrees (or for my minor child agrees on their behalf) as follows:

_____ (initial) I do hereby affirm and acknowledge that I am participating in the Programs and Events for my own personal benefit, and have been fully informed of the inherent and potential hazards and risks to me associated with participation in outdoor activities and any physical exertion required therein. These hazards and risks may include, but are not limited to, loss or damage of personal property, mental or emotional distress, broken bones, strains, sprains, bruises, heart attacks, heat exhaustion, concussions, and other personal injuries, or even death, that could result from falling from heights, tripping due to uneven terrain, drowning, allergic reactions to foods, flora or insects, exposure to temperature extremes or inclement weather, sun hazards, equipment failure, hypothermia, and vehicle accidents while traveling to and from the activity sites. I assume responsibility for all risks, known and unknown, involved to me and my property in the aforementioned activities, and I am voluntarily participating in reliance upon my own judgment and knowledge of my experience and capabilities.

_____ (initial) Additionally, I understand that the coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization and has become widespread, including within North Carolina. COVID-19 is very contagious and believed to be spread mainly from person-to-person contact. I understand and appreciate that there are known and potential dangers of utilizing the Program and Event’s facilities, services and programs, and I acknowledge that the use of these facilities and services may, despite the Program’s reasonable efforts to mitigate the dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death. The Center for Disease Control and state and local health departments, are reviewing and updating their respective guidance on the pandemic and its impact nearly every day.

_____ (initial) I also represent that I am in proper physical and other condition to participate in the Program and Events. 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 Events, and if necessary, I will consult with my physician for appropriate guidance. I further understand that treatment for any medical problems I may suffer is my responsibility and will be paid by me and/or covered by my insurance.

_____ (initial) I shall indemnify and hold harmless the North Carolina FFA Association and NC State, its board of directors, trustees, officers, employees and agents from any liability, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorney’s fees, arising from or proximately caused by my participation in this Program and Events,

including any travel. I further agree to accept and assume for myself, my assigns, executors, and heirs any and all such risks and losses that may occur.

_____ (initial) I have read the Program and Event’s rules and regulations and hereby accept the regulations of the Program and Event described therein. I understand that the Program and Event Staff has the authority to establish and enforce other regulations in addition to these.

_____ (initial) I further agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. The terms of this agreement are severable such that if one or more provisions are declared illegal, void or unenforceable, the remainder of the provisions shall continue to be valid, enforceable, and binding upon the parties.

_____ (initial) I hereby grant the North Carolina FFA Association and NC State permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, and social media, without payment or other consideration. I understand and agree that all photos will become the property of the NC FFA Association and NC State and will not be returned.

_____ (initial) I hereby irrevocably authorize the North Carolina FFA Association and NC State to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

_____ (initial) I acknowledge and consent to access and participate in the use of video conferencing utilized by the North Carolina FFA Association and NC State to participate in virtual career and leadership development events.

_____ (initial) 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 HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND
I AGREE TO BE BOUND BY IT.**

CHECK ONE:

I am under eighteen years of age.

Signature of Parent/Guardian: _____ Date: _____

Printed Name: _____ Printed Name of Child: _____

I am eighteen years of age or older, and have full capacity to enter into this agreement and do so voluntarily.

Student Signature: _____ Date: _____

Print Student Name: _____