Student Name

FFA Chapter

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 to participate in **Virtual Career and Leadership Development Events** coordinated by the faculty at NC State, the undersigned hereby agrees as follows:

(initial) I do hereby affirm and acknowledge that I am participating in the Program/Event 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 <u>may</u> 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 site. I assume responsibility for all risks, known and unknown, involved to me and my property in the aforementioned activity, and I am voluntarily participating in reliance upon my own judgment and knowledge of my experience and capabilities.

(initial) I understand that the determination of my ability to participate in the Program/Event should be made by my physician if necessary. I understand that I need the approval of a physician if I am uncertain as to my physical fitness for the rigors of this Program/Event. I understand that I may be required to seek approval from a physician if there is a health or safety question relative to my condition before being allowed to participate in the Program/Event. In addition, I give permission to any doctor, hospital, or other medical facility to release confidentially to the treating physician(s) for me any information they may have concerning my medical condition(s) and their professional contact with me for treatment purposes. I hereby grant my permission for such diagnostic, therapeutic, and operative procedures as deemed necessary for my benefit. A photocopy of this permission is to be considered valid as the original. 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/Event, 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/Event's rules and regulations and hereby accept the regulations of the Program/Event described therein. I understand that the Program/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:	