

DUKE MEDICAL INFORMATION FORM

PARTICIPANT INFORMATION

Participant's Name _____

Permanent Address _____

City, State, Zip _____ Home Phone () _____

MEDICAL EMERGENCY CONTACT INFORMATION

Person to Contact First:

Backup Contact (Relative or Friend):

Name _____

Name _____

Relation to Participant _____

Relation to Participant _____

Daytime Phone () _____

Daytime Phone () _____

Evening Phone () _____

Evening Phone () _____

INSURANCE POLICY INFORMATION

Are you (or the participant) covered by health insurance? ____YES ____NO

Policy Holders Name _____

Policy Holders Date of Birth _____

Address _____

Relation to Participant _____

City, State, Zip _____

Occupation _____

Employers Address _____

Insurance Company Name _____

Insurance Company Address _____

Member # _____ Group # _____

Plan Type: _____

I certify that the Participant, _____ (name), will participate in _____ (Program) and is insured under the above insurance and that the information is current and accurate. I have verified with my insurance company and/or agent that my health and accident insurance covers the Participant in Durham, North Carolina where the Program will occur and expires on _____. I hereby assume responsibility for all medical expenses the Participant incurs while he/she participates in any activity of the Program. I understand and agree to bear all financial responsibility for any medical treatment arising from the Participant's participation in the Program, and specifically to maintain throughout the Program coverage under a policy of comprehensive health and accident insurance. Such policy shall provide coverage for injuries and illnesses the Participant sustains or experiences while participating in the Program. **I further agree and understand that Duke University shall not provide medical insurance for, or assume financial responsibility for, any injury or illness the Participant incurs while participating in the Program.** I understand that I must make provisions before departure for the continuation of any medical treatments, the meeting of any special medical or nutritional needs, and the securing of any special services or facilities that the Participant may need during the Program. Duke University makes no representation with respect to the availability or quality of any medical services or medical facilities during the Participant's participation in any activity of the Program.

I/We further agree that the Program reserves the right to make cancellations, changes, and substitutions in case of emergency or changed conditions, or if such are in the best interests of the group affected. Should the University cancel this Program, full refunds of the Program fees will be made unless the cancellation is due to causes outside of the control of the Program, in which case the Program will refund *only uncommitted and recoverable funds*. In addition, it should be agreed that the cost of travel to and from the Program is not included in any fees that may be refunded.

I/We further agree that in the event Participant is removed from the Program due to a medical condition or injury, I agree to remove the Participant forthwith. I am solely responsible for paying the Participants non-scheduled transportation and any incidental travel expenses back to the Participants original point of departure.

RELEASE AND WAIVER OF LIABILITY

In return for Duke University permitting the Participant to register and participate in the Program, I/we hereby voluntarily agree to the following:

- A. I/WE RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Duke University, its affiliates, trustees, officers, employees or agents, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury or harm of any sort, including death, that may be sustained by the Participant, and for damage to any property belonging to him/her, that occurs as a result of traveling to or from any site in connection with the Program, or as a result of the Participant’s participation in the Program. It is our intent and agreement that the terms of this Release and Waive of Liability shall bind any person asserting rights on our behalf, or otherwise asserting claims by or through us, including my spouse, family members, heirs, assigns and personal representatives.

- B. I/We further agree that this Release and Waiver of Liability shall be construed in accordance with the laws of the state of North Carolina. Further, the release, waiver, discharge and covenant not to sue as expressed in this section is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is my/our intention not only to release any and all claims against RELEASEES, but also to relieve RELEASEES from any liability to make contribution to other tortfeasors on account of any claims.

- C. In signing this Waiver and Release, I/We acknowledge and represent that I/we have informed ourselves fully of the contents of this Waiver and Release of liability and hold harmless agreement by reading it before we sign it, and that I/we have reviewed it and Participant understands what it means and that I/We sign this document freely. I/We further state that there are no health-related reasons or problems which preclude or restrict the Participant’s participation in this Program.

[NOTE: Participant and the Participant’s Parent/Guardian agree that this Release and Waiver of Liability may be executed in counterparts (i.e., each required signature may appear on separate printed copies of the Release and Waiver of Liability), and that such counterpart versions each shall be deemed an original and together shall constitute one and the same document for legal purposes.]

Participant: _____ Date: _____

I am the parent or guardian of the above-named Participant. I have reviewed this Duke Medical Form and Release and Waiver of Liability and the description of the Program, have discussed it with the Participant and concur with the Participant’s participation in the Program under the terms of this Release and Waiver of Liability.

Signature of Parent/Guardian: _____ **Date:** _____