

DUKE MINORS PROGRAM PARTICIPATION AGREEMENT

Program Name and Dates: _____ (“**Program**”)

Participant Name: _____ (“**Participant**”)

Parent or Legal Guardian Name: _____ (“**Parent/Legal Guardian**”)

This Participation Agreement (the “**Agreement**”), effective as of the date of signature by the Parent/Legal Guardian, is entered into by and between Duke Swim Camp and Parent/Legal Guardian.

This Agreement must also be signed by the Participant, which signature reflects that the Parent/Legal Guardian and Participant have reviewed the Agreement and all materials linked to this Agreement; that the Parent/Legal Guardian has discussed the Program in detail with the Participant and has explained to the Participant that the Program may have risks and that Participant’s participation is voluntary; and that the Participant understands and agrees to all of the terms of this Agreement and all materials linked to this Agreement, including but not limited to the behavioral expectations.

1. Voluntary Participation; Program Description

- (a) In return for and as a condition of Duke Swim Camp providing to Participant the opportunity to participate in the Program, Parent/Legal Guardian hereby voluntarily agrees to allow the Participant to participate in the Program and agrees to the terms and conditions set forth in this Agreement.
- (b) Parent/Legal Guardian agrees that he/she has fully read, understands, and agrees to this Agreement; the Description of Risks (“Description of Risks”) set forth below; and any other materials provided by Duke Swim Camp regarding the Program. Parent/Legal Guardian agrees that he/she has discussed the Program in detail with the Participant.
- (c) During this swimming Program, Participants will swim and participate in drill activities that involve repetitive motion including kicking and pulling, forward starts, backstroke starts, flip turns, and other similar water activities. Participant will also participate in some outdoor physical activity and field games outside the pool. Participants will use Duke University dining areas, swimming pool, team room, locker rooms, Wilson classroom, Duke University residence halls and surrounding outdoor grass areas for both residential and overnight Programs.

Swimming is a sport involving risk. Risks include but are not limited to drowning; colliding with Participants, instructors, counselors, other staff, facilities, or equipment; injuries resulting from actions of Participants, instructors, counselors, other staff, spectators, and/or people. Such risks can lead to injuries including, but not limited to, drowning, serious head, neck, and spinal injuries and serious injury to internal organs, bones, joints, ligaments, muscles, tendons, and other parts of Participant’s body that may result in permanent disability or death. Additional risks include injuries from dehydration and exposure to pool chemicals such as chlorine; exposure to weather elements such as sun, lightening, or other hazardous conditions; variation in the depth of the pool and other natural or man-made hazards; fatigue or exhaustion.

- (d) Duke reserves the right, in its sole discretion, to add, modify, or remove elements of the Program or cancel the Program.

2. Behavioral Requirements; Duke Policies; Dismissal from the Program

- (a) Parent/Legal Guardian understands and agrees that (i) Participant must comply with all behavioral requirements established by the Program; (ii) Participant must in all cases and at all times act with a high regard for the health and safety of Participant and others; and (iii) Participant must follow and not deviate from all the directions and procedures communicated to Participant by those operating the Program.
- (b) Parent/Legal Guardian acknowledges and understands that Participant is subject to and must comply with all Duke Swim Camp and Duke policies, rules, and regulations, applicable to the Program, as they now exist or are later amended, including without limitation the policies that may be referenced in the Program Description and related Program materials.
- (c) Duke Swim Camp may dismiss a Participant from the Program if Duke Swim Camp determines, in its sole discretion, that
 - Participant has not complied with the behavioral requirements for the Program
 - Participant has violated a law
 - Participant has violated any Program policy, any applicable Duke Swim Camp or Duke policy, or any relevant third party policy
 - Continued participation by Participant in the Program poses a risk to the health, safety, or welfare of the Participant or others
 - Continued participation by Participant in the Program will materially disrupt the Program.
- (d) If Duke Swim Camp dismisses Participant from the Program, Duke Swim Camp will inform Parent/Legal Guardian of the decision. If Parent/Legal Guardian is unavailable, Duke Swim Camp will inform an emergency contact, as designated by Parent/Legal Guardian on the required medical form. Once Duke Swim Camp notifies the Parent/Legal Guardian or an emergency contact that Duke Swim Camp has dismissed Participant from the Program, the applicable person must pick up Participant and remove them from the Program within twenty-four hours. If Duke Swim Camp dismisses Participant from the Program, Duke Swim Camp will not refund Program fees.

3. Reasonable Accommodations; Insurance

- (a) Parent/Legal Guardian has read, understands, and acknowledges the requirements of the Program and represents that Participant is able to meet those requirements. Further, Parent/Legal Guardian understands that, if at any point, Duke Swim Camp determines based on an individualized assessment that Participant is unable to meet the requirements, with or without accommodations, Duke Swim Camp may remove the Participant from the Program.
- (b) Duke has a reasonable accommodations process through which Parent/Legal Guardian can request disability accommodations on behalf of Participant. We encourage Parent/Legal Guardian to discuss with the Program Director, as early as possible, any potential concerns or modifications that they may need to request for the Participant. Please contact Duke Swim Camp at (919) 668-2172 with any questions or for further discussion.
- (c) Parent/Legal Guardian understands and agrees that Parent/Legal Guardian will bear all financial responsibility for any medical treatment Participant might require while participating in the Program. Parent/Legal Guardian agrees to maintain throughout the Program a comprehensive U.S.-based medical insurance policy that covers the Participant for injuries and illnesses that the Participant may sustain or experience while participating in the Program.

4. Use of Photographs, Recordings, and Participant Work

Parent/Legal Guardian gives permission and consent to allow photographs and video and audio recordings to be taken of Participant during the Program. Parent/Legal Guardian further gives permission and agrees that (i)

photographs or video or audio recordings of Participant taken during the program, and (ii) writings and other Participant work produced during the Program, may be used in perpetuity in Duke Swim Camp and Duke products, publications, web sites, and/or social medial channels.

5. Health Information; Medication Management

Program requires the completion of a Health Form. This completed form will be held by appropriate Program personnel. This form must be completed within the timelines required by the Program. If such form is not completed prior to the start of the Program, Duke Swim Camp in its sole discretion, may determine that the Participant will not be allowed to attend the Program.

Except as otherwise provided in the Health Form, Participants are not allowed to hold any medication during the Program.

6. CONSENT TO HEALTH CARE FOR MINOR

- a) Parent/Legal Guardian authorizes the Program staff to seek medical treatment for the Participant as they see necessary at Duke Student Health, Duke University Medical Center, or another nearby (Duke or non-Duke) facility. Parent/Legal Guardian understands that whenever possible, the Program staff will make a good faith effort to contact Parent/Legal Guardian before seeking treatment. If this is not possible, Parent/Legal Guardian understands that they will be notified by the Program staff as soon as possible of any and all diagnoses and treatments.
- b) Parent/Legal Guardian consents to any x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital care subsequently deemed necessary by a licensed health care provider during the participant's session. Parent/Legal Guardian understands that this authorization is given in advance of any specific diagnosis, treatment or hospital care, and that it is given to provide the Program staff authority to seek medical treatment, and to provide a licensed health care provider the authority to administer this treatment as s/he judges necessary to the Participant.
- c) Parent/Legal Guardian accepts responsibility for payment of all services rendered; Parent/Legal Guardian authorizes any medical facility which renders services to release medical information necessary for the processing of insurance claims; and Parent/legal Guardian authorizes the payment of insurance claims directly to the medical facility.

7. ASSUMPTION OF RISK; RELEASE AND WAIVER OF LIABILITY

- (a) The Program may involve risks to health and safety, including but not limited to those described in the Description of Risks. Parent/Legal Guardian agrees to accept and assume all present and future risks, known or unknown and whether described in the Description of Risks or not, to Participant's health and safety that may arise from or be caused by Participant's participation in the Program. Parent/Legal Guardian agrees that he/she has explained these risks to the Participant.
- (b) In return for and as a condition of Duke Swim Camp providing Participant with the opportunity to participate in the Program, and having read and understood this Agreement, including this Release and Waiver of Liability, Parent/Legal Guardian hereby agrees to the following:
 - A. **TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Duke Swim Camp or Duke University, any affiliates, trustees, officers, employees or agents of Duke Swim Camp or Duke, and all other persons or entities involved in the Program (hereinafter referred to as "**Releasees**"), (i) 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 injury or death, that may be sustained by Participant and (ii) for loss of or damage to any property belonging to Participant and/or Parent/Legal Guardian; and that occurs as a result of

participation in the Program (including during travel to and from the Program site); as a result of any emergency evacuation facilitated by Duke Swim Camp; or as the result of any medical care Participant receives while participating in the Program, including any medical care authorized or procured by Duke Swim Camp.

- B. The release, waiver, discharge, and covenant not to sue as expressed in this waiver and release is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is the intention of Participant and Parent/Legal Guardian to both release any and all claims against Releasees and to relieve Releasees from any liability to make contribution to other tortfeasors on account of any claims.
- C. If Participant deviates from any aspect of the Program and engages in a personal activity that is not part of the Program, such deviation is purely voluntary and Releasees shall not be liable for any injuries resulting or arising out of such deviation.

8. Governing Law

The laws of the State of North Carolina, without regard to principles of conflicts of laws, govern this Agreement. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in any Durham-based court of the State of North Carolina or the federal court for the Middle District of North Carolina.

PARENT/LEGAL GUARDIAN:

Print name: _____

Signature: _____

Date: _____

I am the Parent/Legal Guardian of the above-named Participant. I certify that, before signing this Agreement, I have obtained written permission from any person who is otherwise legally entitled to custody of the Participant during the Program, to the effect that the Participant may fully participate in the Program.

PARTICIPANT:

Print name: _____

Signature: _____

Date: _____

My Parent/Legal Guardian has reviewed this Agreement with me and has explained that the Program may have risks and that my participation is voluntary. I understand and agree to all of the terms of this Agreement, including, but not limited to, the behavioral expectations.