KALEIDOSCOPE AFTER SCHOOL & TUTORING PARTICIPATION AGREEMENT

It is my understanding that the Appalachian State University's Reich College of Education through its Kaleidoscope After School & Tutoring Program offers a free tutorial enrichment learning experience for Pre-K through 8th grade students in school-based academics (the "Program"). It is also my understanding that the Program is staffed with ASU undergraduate students ("tutor/mentors") in conjunction with on-site experienced teachers or program coordinators from the Reich College of Education, who, along with the tutor/mentors, will maintain constant supervision of your child/children. Finally, I understand that the Program is offered either on the ASU campus or at another designated location, and that it is my responsibility to ensure my child is dropped off and picked up at the Program site.

I am the parent or guardian of school aged student(s) and I want my child/children to participate in the Kaleidoscope After School & Tutoring Program. I understand that the University does not carry medical insurance to cover illness or injury that my child/children might sustain as a result of participation in the Program, including transportation to or from the Program site, and that such coverage is my own responsibility. I understand that there are potential risks inherent in participation in any activity or in transportation to or from such activities, including risks of personal injury and death, and property damage or loss. I assume sole and full responsibility for my child/children's safety during participation in the Program, including transportation to or from the Program site, regardless of location. In consideration of my child/children being permitted to participate in the Program, I agree, on behalf of my child/children and myself, as follows:

1. My child/children will comply with all instructions and directions of Appalachian State University officials, staff, and student tutor/mentors before, during, or after participation in the Program activities.

2. I understand and give my child/children permission to work with Internet-based media material, under the supervision of the Program tutor/mentors and Program Coordinators.

3. I understand that there may be either still or video photography of the Program activities and have been informed that no names of any child/children will be used in any published material associated with the Program. Given the nature of the photography and its use, I hereby give Appalachian State University, Reich College of Education the irrevocable right and permission to copyright and publish any photographs, digital files, images, audio and/or video likeness taken of my child/children due to their participation in this Program for use in any of its print publications, audiovisual presentations or online presentations, for its educational and promotional purposes. I also waive the right to approve the final product or receive any compensation.

4. I understand the possible risks and dangers to me and my property associated with my child/children's participation in these activities, and my child/children will participate voluntarily in reliance upon my own judgment and ability. I assume all risk of personal injury, death, and property damage or loss to me or my child/children from any cause whatsoever, including, but not limited to, my own or my child/children's own conduct, the failure of anyone to enforce rules and regulations or inspect equipment or facilities, and the negligence of anyone else; and

5. I release and shall indemnify, defend, and save harmless Appalachian State University, The University of North Carolina, the State of North Carolina and their respective trustees, agents, student tutor/mentors and employees from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by me or my child/children as a result of any cause whatsoever, including but not limited to my own or my child/children's conduct, negligence or other misconduct on the part of Appalachian State University trustees, agents, student tutor/mentors or employees, or those injuries or property damage sustained by others as a result of my own negligence or intentional acts, during my participation in these activities (including travel to and from the activities sites).

I certify that I am at least eighteen (18) of age and competent to enter into this agreement on behalf of myself and my child/children, and that my child/children are medically and mentally sound and physically fit to engage in the activities described above. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability has been made to me.

I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT, I UNDERSTAND AND AGREE THAT IT WILL LEGALLY BIND ME AND MY ESTATE, AND I SIGN IT VOLUNTARILY.