

ACKNOWLEDGMENT OF RISK AND RELEASE

Parent/Guardian Approval for Participation in Music Department Shadow Day at Rowan University

Child's Name (please print):

I hereby certify I am the parent or guardian of the above-named child ("minor child") and agree that the minor child has my approval to participate in the Music Department Shadow Day ("Activity") at Rowan University, to be held on either (circle one) February 1, February 16, February 22, March 2, March 8, March 29, April 19, or _____.

I agree to allow the minor child to participate in the Activity and, on behalf of the minor child, our heirs, personal representatives or assigns, affirm that the minor child is voluntarily participating in the Activity, which may or may not include transportation by Rowan University. I assume all risks of injury, illness, or loss of personal property resulting from the minor child's participation in the Activity. This Acknowledgment of Risk and Release includes, without limitation, all injuries which may occur as a result the minor child's participation in the Activity.

I understand the Activity may or may not include the minor child having access to online learning and interaction through platforms such as Blackboard, Canvas, Webex, etc. for purposes of online education, interacting with Activity participants, watching video lessons, or other reasons to further the purpose and benefits of the Activity. Access to these platforms may require Rowan University to use the minor child's personal information to create a user account to access the educational platform. I hereby grant Rowan University my consent to collect, use and disclose the minor child's personal information as explained in Rowan University's Web Privacy Policy (<u>http://go.rowan.edu/privacy</u>), and to create an account for the minor child. I further consent to the minor child's use of the account and other online platforms, and acknowledge such use must comply with Rowan's Acceptable Use Policy (<u>https://go.rowan.edu/aup</u>).

If the Activity is in person, I acknowledge that I have been advised of the risks associated with the minor child's participation in the Activity, during times of increased health concerns and risks of communicable diseases. Specifically, I understand that although Rowan University has instituted policies and procedures intended to minimize the risk of the spreading of contagious disease, including COVID-19, such risks are unavoidable in certain in person activities and settings. While this Acknowledgment of Risk and Release is not limited to COVID-19 and addresses the risk of spread of all infectious diseases and other risks of participation in the Activity, the novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19's highly contagious nature means that contact with others can lead to infection. Additionally, individuals who may have been infected

with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it may be difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

Aware of the foregoing, the minor child is voluntarily electing to participate in the Activity. I understand that the University has put in place new safety rules and precautions in order to mitigate the spread of COVID-19, which rules and precautions may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, I agree to comply with such rules and precautions. I understand that failing to comply with these rules and precautions is a violation of the University's policies relating to public health and that failing to comply could subject the minor child to removal from the Activity. I understand that we will be provided with information about the public health policies but that we may be required to complete a health assessment prior to participation in the Activity, participate in contact tracing investigations, follow infection prevention strategies, including social distancing and facial covering where appropriate, and other actions necessary to prevent infection.

In full awareness of the above and in consideration of the minor child's participation in the Activity, to the extent permitted by law and not inconsistent with the New Jersey Tort Claims Act, I do hereby waive, release and discharge any and all claims for death, illness, injury or damage (including the spread of infectious diseases) against Rowan University, and all affiliates, employees, officers, agents, representatives, successors, or assigns, relating to the Activity, which I may have as a result of my election to allow the minor child to participate in the Activity. I understand and agree that this waiver shall release Rowan University from any claims based on the actions or omissions of the University, its employees, officers, agents, representatives, successors or assigns, whether any infection, illness or harm occurs before, during, or after the minor child's participation in the Activity. I further agree that this release and agreement not to sue will be binding on my heirs and successors.

I further agree that if a claim is filed by a third party in connection with any of the minor child's conduct or behavior while engaged in the Activity, I will indemnify and hold harmless Rowan University, its employees and representatives against any such claims, including attorneys' fees incurred by Rowan University in defending such claims.

I hereby consent to and authorize the use and reproduction by Rowan University, or anyone authorized by Rowan University, of any and all photographs, videography, and audio recordings that have been taken of the minor child during the Activity, without compensation to me, the minor child or assignees.

I also give permission for the minor child to receive any emergency medical treatment by healthcare professionals, including emergency medical transportation, which may be required for injuries sustained by the minor child. I further agree to be responsible for any medical bill incurred as a result of any personal illness or injury to the minor child.

If any portion of this Release shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Release shall remain in full force and effect and the offending provision

or provisions will be severed herefrom. By signing this Release, I acknowledge that I understand its content and that this Release cannot be modified orally.

I acknowledge that I have carefully read this document and fully understand that it is a release of liability. I affirm that I am 18 years of age and competent to sign this document on behalf of the minor child.

Signature of Parent or Guardian

Date

Printed Name