THE UNIVERSITY OF ALABAMA®

Youth Protection Program: Liability Waiver

Program: The AATF Alabama French Convention **Event Date(s):** Thursday, February 18, 2027

Participant: _____ **Age (at the time of program):** 18 or under

Purpose

This form is to be signed by each Participant (or the parent/guardian of any Participant under the age of 19) involved in the Program. In consideration for the educational, social, recreational, and other benefits to be provided, the receipt and adequacy of which is acknowledged, Participant agrees as follows.

Liability Release

THIS IS A RELEASE OF LIABILITY. Participant knowingly and voluntarily waives, releases, exculpates, and discharges UA and The AATF Alabama French Convention from and against any and all Potential Liabilities connected with the Program. By signing this form, the Participant voluntarily agrees to discharge UA, The AATF Alabama French Convention, and any third party entities or contractors in advance from all such Potential Liabilities.

Indemnification

The Participant agrees to hold harmless and indemnify UA and The AATF Alabama French Convention from and against Potential Liabilities related to or arising from Participant's involvement in the Program.

Assumption of Risk

The Participant understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation:

- **Travel/traffic risks** such as accidents, crashes, and risks from autos operated by UA or The AATF Alabama French Convention as well as autos operated by other individuals or entities, poorly maintained roads, sidewalks, as well as criminal acts that can result in serious injury or death;
- **Premises risks,** including those that may be owned by others and risks from water, such as drowning;
- **Injury risks** from falls, collisions, or accidents (such as cuts, bruises, torn muscles, sprains, broken bones, concussion, etc.);
- **Outdoor risks,** such as weather, lightning, heat or cold, insect bites/stings, allergic reactions to plants, dehydration, hypothermia, drowning, sunburn, animals, and limited access to medical care;
- **Risks from others** involved in the Program such as transmitted illnesses or others' actions;
- **Health risks,** such as allergic reactions, heart or respiratory events as well as other risks inherent in any strenuous activities, including things identified as "injury risks" herein;
- **Equipment risks,** including failure, misuse, inherent risks, and risks from UA or non-UA equipment;
- **Other risks and hazards** beyond the control of UA The AATF Alabama French Convention, including criminal acts that can result in serious injury or death.

Activities potentially related to the Program including but not limited to:

The Participant acknowledges that they have had an opportunity to investigate the Program before executing this form and, knowing and understanding all risks associated with the Program, Participant nevertheless **VOLUNTARILY AGREES TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the Program. Participant also agrees to take all reasonable steps to avoid any risks, injury, or death.

Health Care and Emergencies

Neither UA nor The AATF Alabama French Convention accepts responsibility or liability for providing health care services or health care insurance for Participant. Participant should consult his/her own medical care provider, and warrants his/her physical fitness to participate in the Program. Participant authorizes UA and The AATF Alabama French Convention to obtain any necessary medical treatment for Participant during the Program. Participant agrees to be responsible for the payment of any fees and charges that may be imposed by any doctor or hospital facility in the provision of medical care to Participant. Further, Participant agrees to indemnify and hold UA and The AATF Alabama French Convention harmless from any claim that may be made by a doctor of medical facility of said fees and charges incurred in the provision of medical care to Participant. The Participant is required to provide the name(s) and contact number(s) for a parent, guardian, or other party that is a reliable contact in the event of emergencies.

Conduct

Participant agrees, for the duration of the Program, to abide by all applicable federal, state, and local laws as well as the rules and regulations for the Program. Participant also agrees to follow posted signs as well as instructions and directions of University officials and Program directors and supervisory staff.

Photography

Participant acknowledges that photographs and possible videos may be taken and irrevocably and perpetually authorizes UA and The AATF Alabama French Convention to broadcast these images. Participant releases and discharges UA and The AATF Alabama French Convention from any potential claims related to the broadcast or use of their image, and any potential claims related to the work. Participant waives any right to inspect or approve the work or the broadcast of their image. This agreement shall be interpreted in accordance with applicable law. This is the entire agreement of the parties, and any changes must be in writing.

Definitions

The following terms have the stated meaning when used in this document:

- **Applicable Law** – the laws of the State of Alabama, without regard to conflicts of laws provisions. UA does not waive, but reserves, all immunities, including Article I, section 14, of the Alabama Constitution. Claims against the University must be made to the State Board of Adjustment. To the extent not barred by immunity, nor required to be filed before the Board of Adjustment, exclusive venue and jurisdiction of all disputes shall lie in the state and federal courts of Tuscaloosa County, Alabama.
- **Broadcast** - to use, reuse, broadcast, publish and/or copyright, in whole or in part, for advertising, promotion, publicity, trade, educational, commercial, merchandising, packaging, public relations and media purposes, in all media, worldwide without limitation, in perpetuity.
- **Image** - image, picture, name, biographical information, voice, statements, recordings or interviews made by or attributable to the person who is appearing in the work, verbatim or otherwise, photographic portraits, drawings, visual representations, video tapes, motions pictures, or other use of likeness in whole or in part, and any reproductions thereof.
- **Participant** – the person participating in the Program or any University employee (regular or temporary), 3rd party employee, student, or volunteer working in any capacity to facilitate or support the Program. If

the Participant is under age 19 or is under some form of court-ordered guardianship or custodial arrangement, permission and acknowledgement by a parent/guardian is required.

- **Potential Liabilities or Claims** – any and all loss, injury, death, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen, including, but not limited to, attorney fees and costs of litigation, and liabilities arising out of, connected with, or resulting from the Participant's involvement in the Program, such as medical expenses, other costs, injury, sickness, or death. Additionally, potential claims related to the use of the Participant's image may refer to any liability, damages (compensatory or punitive), claims, or causes of action whatsoever, including, without limitation, claims for invasion of privacy, defamation of character or any alteration, distortion or illusionary effect, whether intentional or otherwise.
- **Program** – The AATF Alabama French Convention including all activities incidental or connected therewith, such as housing, dining, training, activities, and transportation. Programs may be held on or off University property and may require transit between two or more locations. The terms of this document will apply regardless of Program location, including to and from the event(s).
- **UA** – The Board of Trustees of The University of Alabama (hereinafter referred to as "UA" or "University"), including The University of Alabama, affiliated foundations, and their respective trustees, officers, employees, agents, representatives and volunteers.
- **Work** – the finished product and any material used in connection therewith.
- The AATF Alabama French Convention - The AATF Alabama French Convention and their directors, trustees, officers, employees, agents, representatives, and volunteers.

Emergency Contact(s):

Name: _____ Phone: _____

Name: _____ Phone: _____

Acknowledgement

I, AS PARTICIPANT, ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ENTIRE DOCUMENT AND, RELYING WHOLLY UPON MY OWN JUDGMENT, BELIEF, AND KNOWLEDGE THE RISKS ASSOCIATED WITH THE PROGRAM, WHICH INCLUDE SIGNIFICANT INJURY OR DEATH, VOLUNTARILY AGREE TO EXECUTE THIS DOCUMENT AND PARTICIPATE IN THE PROGRAM. I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE TO ME SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT. I VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL FULLY INTENDING TO LEGALLY BIND MYSELF, MY HEIRS, SUCCESSORS, AND ASSIGNS TO ITS TERMS.

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

*If Participant is under the age of 19, a Parent/Guardian must execute this document.

Parent/Guardian Acknowledgement

THE SIGNING PARENT/GUARDIAN CERTIFIES THAT THEY ARE OVER THE AGE OF 19, HAS READ AND UNDERSTANDS THIS DOCUMENT, UNDERSTANDS THE RISKS, INCLUDING INJURY OR DEATH, ASSOCIATED WITH THE PROGRAM, IS VOLUNTARILY ALLOWING PARTICIPANT TO TAKE PART IN THE PROGRAM, HAS THE RIGHT TO SIGN ON BEHALF OF THE PARTICIPANT, IS SIGNING THIS DOCUMENT VOLUNTARILY, ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT, AND AGREES TO ENTER INTO THE SAME, FULLY INTENDING TO LEGALLY BIND PARTICIPANT, HIS/HER HEIRS, SUCCESSORS, AND ASSIGNS TO THE TERMS OF THIS DOCUMENT.

Parent/Guardian Signature: _____ Date: _____

Printed Name: _____ Relationship: _____