Oregon State University

School Name:

Application for SMILE Club Membership

STUDENT INFORMATION

First Name: _____ **Last Name:** _____ **Grade:** _____

Gender: ☐ Male ☐ Female **Date of Birth:** _____ **Have you been in SMILE before?** ☐ Yes ☐ No

Ethnic Background: (Check all that apply)

☐African American/Black ☐Pacific Islander ☐Hispanic/Latino
☐ Asian ☐American Indian/Alaskan Native ☐White
☐Other: _____

Have your parents or guardians earned a Bachelor's Degree? ☐ Yes ☐ No

The primary language we speak at home is ☐ English ☐ Spanish ☐ Other _____

Are you eligible for a free/reduced school lunch? ☐ Yes ☐ No

Is your child eligible for Migrant Education (Title 1-C), Indian Education (Title VII-A), or Language Instruction for Limited English Proficient and Immigrant Children (Title III) Funds? ☐ Yes ☐ No

My child has the following food allergies: _____

My child has the following non-food allergies and/or other health issues: _____

_____

PARENT/GUARDIAN INFORMATION

Name: _____ **Phone:** _____

Full Address: _____

Email: _____

Name: _____ **Phone:** _____

Full Address: _____

Email: _____

Permission to Participate in SMILE Program

I give permission for _____ to be a member of SMILE and for SMILE teachers to check my child's report card and for SMILE staff to track their progress in school.

1. Pictures are often taken during SMILE activities. I give permission for pictures of my child to be used by the SMILE Program for publicity purposes. No identifying information is ever included. YES ___ NO ___

Your signature below confirms that you would like the student listed to be considered for club membership in the SMILE Program. If you have any questions, please contact the SMILE office at 541-737-0534.

_____ _____ _____
Signature of Parent or Legal Guardian **Printed Name** **Date**

Enterprise Risk Services
(541) 737-7252
risk.oregonstate.edu

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

PLEASE PRINT

Activity: SMILE Program

Group: SMILE Club Date(s): September 2019 to July 2020

Participant Information Name: _____ Age: _____ Sex: _____

Street _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work _____ Cell Phone: _____

Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both sides of this page. Sign and return this form to: _____

(INSERT Department contact name, address and phone number)

If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned, am aware that participation in the Activity (hereafter referred to as **ACTIVITY**) described above may include activities that may cause injury and be dangerous. I acknowledge that participation in this ACTIVITY has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury, up to and including death, may occur *(INSERT activities below)*:

SMILE's High School Challenge and College Connection event held at Western Oregon University and Oregon State University.

With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury to others and to myself. I agree to comply with all of the rules and conditions of participating in the ACTIVITY. I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY. I will indemnify Oregon State University, its officers, board members, agents, and employees (hereafter referred to as **UNIVERSITY**) harmless with respect to any and all claims, injuries, and costs associated with my participation in this ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of other participants and in accordance with UNIVERSITY Rules and Regulations (***including Code of Student Conduct, when applicable***) and with any federal, state, city and other applicable laws or rules where the ACTIVITY is occurring. If this ACTIVITY is an off-campus UNIVERSITY sponsored event, such as field trips, conferences, research, experiential learning, extension of classroom learning, etc., I understand that conduct not acceptable in the classroom setting is not acceptable during this ACTIVITY and will be handled in accordance with the Student Conduct Regulations. In addition, I understand that if I travel to the ACTIVITY with a UNIVERSITY group and/or advisor, I will return with the group unless prior arrangements have been made with the UNIVERSITY faculty/staff who is supervising the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY may record my participation and appearance in ACTIVITY on any recorded medium including, but not limited to video, audio, photos (collectively "recordings") for use in any form (including, but not limited to print, websites, blogs, internet, social media). I authorize such recording and release UNIVERSITY to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or in part without restrictions or limitations for any educational or promotional purpose. If you would like to opt out of this section, please request the Photo Opt Out Release.

I am aware that if I provide a vehicle not owned and operated by the UNIVERSITY for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the UNIVERSITY is not responsible for any damage caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

This agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument.

COMPLETE BOTH SIDES OF THIS FORM

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby save, hold harmless, discharge and release the UNIVERSITY from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the UNIVERSITY or otherwise.

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage that I may sustain as a result of participation in the ACTIVITY.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be **as broad and inclusive as permitted by law**. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I hereby certify that, with or without accommodation,* I have no health-related reasons or problems that preclude or restrict my participation in the ACTIVITY. I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any activity associated with the ACTIVITY.

*If your participation requires an accommodation, please _____ at least one week (7 days) before the date of the ACTIVITY.
(INSERT Department contact name and phone number)

Emergency Contact Name: _____ **Telephone Number:** _____

In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

Participant Signature: _____ Date: _____

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REQUIRED FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE:
PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT

I certify that I am the parent or legal guardian of the above-named participant in the ACTIVITY. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in the ACTIVITY, and I hereby give my consent to participation by my dependent in the ACTIVITY, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the UNIVERSITY from and against all claims, demands or suits that my dependent has or may have.

Parent or Guardian Signature: _____ Date: _____

This agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument.

COMPLETE BOTH SIDES OF THIS FORM