**BROWN UNIVERSITY**

**Simmons Center for the Study of Slavery & Justice**

**OFF CAMPUS ACTIVITIES**

**ASSUMPTION OF RISK AND RELEASE AGREEMENT**

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| Name of Participant: |  |

I am a participant in the Black & Indigenous Summer Institute at the Simmons Center at Brown University (“Brown”) and have voluntarily chosen to participate in certain Brown-sponsored activities that occur off of Brown’s campus or away from the site of the Simmons Center (“Activities”). The Activities are understood to include all travel to and from the location of the Activities. I understand that I am not required to participate in the Activities. This Assumption of Risk and Release Agreement (“Agreement”) confirms my understanding of and agreement with the following:

1. I understand that participation in the Activities involves a risk of physical injury to me and damage to or loss of my personal property. This includes without limitation risks involved in traveling to and from the Activities, scratches, bruises, sprains, strains, burns, tears, broken bones, concussion, drowning, tick-borne diseases, exposure to and infection with COVID-19, loss of vision, respiratory or heart failure, spinal injury, paralysis, stroke, and even death. Environmental risks include without limitation temperature and weather extremes, sun exposure, falling objects, and encounters with potentially dangerous wildlife such as bears, snakes, insects, ticks, mosquitoes, bees, and wasps. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly.
2. In consideration for being allowed to participate in the Activities, I release, indemnify, and hold harmless Brown University, including the Corporation, its Trustees, Fellows, officers, employees, representatives, and agents, from and against any present or future claims, losses, liabilities, costs, and expenses for personal injury, including death, property damage, or any other damage, which I may suffer, or for which I may be liable to any other person, related to my participation in the Activities, including any activities I may engage in during my free time.
3. I affirm that I am physically and mentally capable of participating in the Activities and have no known health restrictions that may jeopardize my health or safety while participating in the Activities. I understand that it is my responsibility to inform Brown University Simmons Center Programs of any health conditions that may limit my ability to participate in the Activities. I agree to cease participating in the Activities if I believe further participation poses a risk to my health or safety. In the event of illness or injury, I authorize Brown University Pre-College Programs and other agents of Brown to coordinate emergency care or other medical treatment for me based on the existing circumstances.
4. I understand that my participation in the Activities is subject to all policies, rules, and procedures of Brown, the site of the Activity, and/or as outlined for me by Simmons Center Programs. I understand that if I violate any of these policies, rules, or procedures, I may be asked to leave the Activity at the discretion of Brown and promptly return to campus. I further understand that I may be subject to discipline for any violation up to and including expulsion from the program. I agree to wear all required personal protective equipment while participating in the Activities. I acknowledge that I am participating in the Activities voluntarily. I understand that if at any time I deviate from the Activity group, any activities in which I engage, including but not limited to travel, are not under the auspices of Brown.

I certify that I have read and understand this Agreement. If I am not at least 18 years old, my parent or legal guardian has signed below and agreed to be bound by this Agreement. I understand and agree that any oral or written representations not contained in this Agreement will not alter the content of this Agreement. I agree that this Agreement shall be governed by the laws of the State of Rhode Island, excluding its conflict of laws principles, and that the federal or state courts in the State of Rhode Island shall be the forum for any lawsuits filed under or incident to this Agreement.

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| Participant Signature: | Date: |
| Participant Name: | |

**Parent/Legal Guardian Signature**

I, the undersigned parent or legal guardian of the participant named above (“Participant”), consent to the Participant’s participation in the Activities and agree to be bound by this Agreement on my behalf and on behalf of the Participant. I, as the parent or legal guardian of the Participant and on behalf of the Participant, release, indemnify, and hold harmless Brown University, including the Corporation, its Trustees, Fellows, officers, employees, representatives, and agents, from and against any present or future claims, losses, liabilities, costs, and expenses for personal injury, including death, property damage, or any other damage, which I or the Participant may suffer, or for which the Participant may be liable to any other person, related to the Participant’s participation in the Activities .

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| Parent/Guardian Signature: | Date: |
| Parent/Guardian Name:  (If applicable, on behalf of both parents/guardians) | |