

Assumption of Risk and Release from Liability (“Agreement”)

I, the undersigned, give permission for my Child, _____, to participate in the research study, Social Participation and Pediatric Mobility: A Study of the Impact of Wheelchair Skills Training for Wheelchair-Using Children, offered by the Department of Occupational Therapy on behalf of The Board of Trustees of Indiana University (“IU”) and Riley Hospital for Children to be held at the IUPUI Gymnasium at the Natatorium on April 9th, April 16th, April 23rd, April 30th, May 7th, and May 14, 2022 (the “Skills Training”).

IU is concerned for the health and well-being of its community. The nature of the COVID-19 disease is such that actions taken by you and/or your child affect not only your well-being, but also those of every other person you and/or your child interact with or every person who uses the same spaces as you and/or your child. IU has collaborated with medical experts and public health professionals to develop protocols and enhanced health and safety measures designed to minimize the risk of COVID-19 infections. IU is continually reviewing and, as appropriate, updating these protocols to incorporate the latest guidelines and information. Despite IU’s efforts to minimize these risks, it is impossible to eliminate the possibility that you and/or your child could be exposed to or contract COVID-19 while participating in the program and/or while on campus. This Agreement is a condition of your child’s participation in the Skills Training.

In consideration for my Child’s participation, I, on behalf of my Child, agree to the following:

1. I understand the Skills Training consists of the following activities: stream sampling, driving to and from the staging location.
2. I understand that as part of my Child’s participation in the Skills Training there are dangers, hazards, and inherent risks to which my Child may be exposed, including, but not limited to, the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further understand that participating in the Skills Training may involve other risks and dangers, whether known or unknown nor reasonably foreseeable, including the following: falling/injury, equipment failure, broken bones, sprains, cuts, bruises, fire or other emergency.
3. I understand that during the Skills Training, me and/or my child may come into close contact with other participants and individuals. I understand that there is a potential I, or my child, could be exposed to and contract COVID-19.
4. I fully understand the scope of the activities and the risks involved including those related to COVID-19. I voluntarily accept and assume all risks of injury, loss of life, damage to property, or exposure to and infection of communicable diseases, arising out of my Child’s participation in the Skills Training.
5. I agree to instruct my child to follow guidelines and recommendations given to me by IU, the Department of Occupational Therapy, its agents, and employees during the Skills Training. I understand that all IU policies and regulations, including the COVID-19 Student Commitment Form, the Community Responsibility Acknowledgment, and the Code of Student Rights, Responsibilities and Conduct, are in effect and apply to my child’s behavior for the entire duration of the Skills Training. I understand that any violations of these policies, guidelines, and regulations may result in sanctions up to and including, in appropriate circumstances, removal from the Skills Training and referral to the Indiana University Police Department and/or the Office of Student Conduct for disciplinary action.
6. I hereby release and fully discharge IU, including its officers, employees, and agents, from any and all claims or causes of action, including all liability for damage to personal property or personal injury which may result from my Child’s participation in the Skills Training, that may be brought by me or my Child or for any injury or loss that my Child may suffer while participating in the Skills Training to the fullest extent permitted by law.
7. I further release, indemnify, and hold harmless IU, including its officers, employees, and agents, from and against any and

all liability, actions, debts, claims, and demands of every kind whatsoever, including, but not limited to, any claim for Third Party negligence and/or any present or future claim, loss, or liability for which my Child may be liable to any other person or to IU that arises out of my Child's participation in the Skills Training.

8. In the event of an accident or serious illness, I hereby authorize representatives of IU to obtain medical treatment and transport for my Child on my behalf. I waive my right to receive informed consent prior to such transportation or treatment. I hereby hold harmless and agree to indemnify IU from any claims, causes of action, damages and/or liabilities, arising out of or resulting from the medical treatment or transport. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Skills Training.
9. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Skills Training that purports to establish the venue for any litigation arising from this Skills Training, I agree that I will file no action against The Trustees of Indiana University or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Skills Training, in any court other than the Circuit Court of Marion County, Indiana.
10. I agree and authorize IU, acting through its agents, employees, or representatives, to take photographs, video recordings, and/or audio recordings of my minor child, including their name, image, likeness, performance, and/or voice ("Recordings"). I also grant IU an unlimited right to reproduce, use, exhibit, display, perform, broadcast, create derivative works from, and distribute the Recordings in any manner or media now existing or hereafter developed, in perpetuity, throughout the world. I agree that the Recordings may be used by IU, including its assigns and transferees, for any purpose, including but not limited to, marketing, advertising, publicity, or other promotional purposes. I agree that IU will have final editorial authority over the use of the Recordings, and I waive any right to inspect or approve of any future use of the Recordings. I acknowledge that I am not expecting to receive compensation for my child participating in the Recordings or for any future use of the Recordings. I release and fully discharge IU, and its employees, agents, and representatives, from any claim, damages, or liability arising from or related to my child's participation in the Recordings or IU's future use of the Recordings
11. **I understand and agree to all of the terms of this Agreement. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am willingly signing this document. My signature on this document is intended to bind not only myself and my Child, but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.**

Child's Name (Print): _____ Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____ Date: _____