

NORTH CAROLINA 4-H YOUTH DEVELOPMENT PROGRAM LIABILITY WAIVER,  
ASSUMPTION OF THE RISK, PHOTO & MEDIA RELEASE, AND INDEMNIFICATION  
AGREEMENT

In consideration of NC State University allowing my minor child to participate in the North Carolina 4-H Program, (hereinafter “Program”), I, for myself and/or on behalf of the minor child listed below (“Minor”), agree as follows:

I affirm and acknowledge that the Minor is participating in the Program for their own personal benefit. I understand that the Minor will participate in recreational and other activities as part of the Program and that such activities have inherent dangers and physical risks. I understand and acknowledge that the inherent dangers and physical risks involved in these activities are such that no amount of care, caution, instruction or expertise can completely eliminate them. These dangers and risks include, but are not limited to, loss of or damage to personal property, strains, sprains, bruises, heat exhaustion, and other personal injuries, or even death, that could result from tripping, falling, contact with other individuals, and equipment failure, among other causes. I assume responsibility for all risks, known and unknown, involving the Minor’s participation in the aforementioned activities, and I voluntarily authorize the Minor’s participation in reliance upon my own judgment and knowledge of the Minor’s experience and capabilities.

Additionally, I understand that the coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization and has become more widespread, including within North Carolina. COVID-19 is very contagious and believed to be spread mainly from person-to- person contact. I understand and appreciate that there are known and potential dangers of utilizing the Program’s facilities, services and programs, and I acknowledge that the use of these facilities and services may, despite the Program’s reasonable efforts to mitigate the dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death. The Center for Disease Control and state and local health departments, are reviewing and updating their respective guidance on the pandemic and its impact nearly every day.

I represent that I am acting on my behalf or as the parent or legal guardian of the Minor and I have authority to enter this Agreement. I also represent that the Minor is in proper physical and other condition to participate in the Program. I understand that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Program, and if necessary, I will consult with the Minor’s physician for appropriate guidance.

On behalf of myself and the Minor, I hereby agree to indemnify and hold harmless NC State University and its trustees, officers, directors, employees and agents (the “Released Parties”) from any liability, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys’ fees, arising from, resulting from, or relating in any way to the Minor’s participation in the Program. I further agree that if, despite this Agreement, the Minor or anyone on the Minor’s behalf,

makes a claim against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any liabilities which may be incurred as a result of such claim.

I understand that the Minor and I are required to be familiar with and abide by the Program's rules and regulations, including the 4-H Code of Conduct and/or the NC 4-H Volunteer Standard of Behavior and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while they are participating in the Program.

I agree to allow NC Cooperative Extension, 4-H Program, and/or NC State University or their agents to photograph or record the Minor during the Program. I further agree that the Minor's image or likeness in photographs, videos, or audio may be used for educational or promotional purposes, including broadcasting or posting on the Internet. I agree that the use described herein may be without compensation to me or the Minor. On behalf of myself and the Minor, I waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with the printed matter now or in the future. I expressly release NC Cooperative Extension, 4-H Program, NC State University, their agents, employees, licensees and assigns from any and all claims which I or the Minor may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such recordings

I agree to photo/media use for any public release by NC State I do not agree to  
photo/media use for any public release by NC State

I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, and have full capacity to enter into this agreement and do so voluntarily.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Signature of Parent/Guardian: Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name of Minor: \_\_\_\_\_