

CAMP FRANKLIN PARTICIPATION RELEASE, AUTHORIZATION AND AGREEMENT

READ CAREFULLY--YOU ARE WAIVING AND RELEASING CERTAIN LEGAL RIGHTS

Franklin College ("Franklin") operates summer camps for youth entering grades 6th – 9th focusing on stimulating interest in science, technology, engineering, mathematics and the arts ("Camp"). This year, Franklin is offering campers the opportunity to help build and operate a low-powered electric vehicle ("EV Activity"). _____ ("Minor") desires to attend the Camp and participate in the EV Activity. As consideration for Franklin allowing Minor to participate in the EV Activity, I/we as the parents and/or legal guardians of Minor, on our behalf and on behalf of Minor, as well as on behalf of our and Minor's heirs, next of kin, assigns, and personal representatives, hereby agree as follows:

1. **Voluntary Participation:** I/we understand that participation in the EV Activity is strictly voluntary and solely for Minor's own education and enjoyment and not required to attend the Camp.

2. **Assumption of Risks:** I/we understand that the EV Activity is potentially hazardous and involves risks, inherent and otherwise, known and unknown, that cannot be eliminated and that may cause serious physical, emotion or psychological injury, illness, paralysis or even death to Minor, other persons, and/or damage to property. Some, but by no means all, of the risks associated with the EV Activity include patent or latent premises or equipment conditions; improper operation of the electric vehicle and the acts, omissions and negligence of other campers, volunteers, staff, Franklin employees and other entities involved with the Camp and EV Activity. I/we and Minor assume full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to the EV Activity and acknowledge that Minor is voluntarily participating with knowledge and acceptance of the risks.

3. **Release of Claims:** Acknowledging that such risks exist, I/we and Minor HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Franklin College and its officers, directors, members, trustees, employees, representatives, agents, insurers, attorneys, owners, volunteers and other entities or individuals involved with the Camp or the EV Activity (hereinafter individually and collectively referred to as the "Released Parties") from any and all claims, damages, losses, actions, suits, proceedings, breach of contract actions, unjust enrichment claims, wrongful death actions, expenses, attorney fees, and liability that I/we, Minor or anyone on our or Minor's behalf (including but not limited to heirs, representatives or next of kin) have or might have for any death, injury, damage (e.g. physical, psychological, emotional or property) or claimed death, injury, or damage allegedly arising out of, involving or relating to Minor's participation in the EV Activity. **This release applies even if the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

4. **Indemnification:** I/we further agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND, in any action or proceeding, Released Parties against all claims, lawsuits, losses, damages, actions, suits, proceedings, claims, and expenses, including attorney's fees and costs arising from or relating in any respect to Minor's participation in the EV Activity, or a breach of this Agreement. **This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

5. **Representations and Agreement to Terms and Conditions:** I/we represent that: (i) I/we are at least eighteen (18) years old and the parent or legal guardian of Minor; (ii) have read this document; (iii) have been given an opportunity to ask questions about its contents and/or to seek the advice of an attorney; (iv) fully understand its contents and the waiver of my and Minor's legal rights contained therein; (v) understand that the above release is intended to be as broad as permitted by applicable law; (vi) understand that Minor does not have to attend the Camp and/or participate in the EV Activity; (vii) and is doing so voluntarily, and without any inducement, and in so doing agree to the terms and conditions set forth therein.

6. **Medical Treatment Authorization:** In the event Minor becomes injured or ill while at the Camp or participating in EV Activity, I/we authorize Franklin or anyone else involved with the Camp to secure first aid and/or the services of any legally qualified physician or hospital for Minor and I/we agree to assume any financial obligations incurred therewith.

7. **Choice of Law and Venue:** This Agreement is governed by the law of the State of Indiana. If one or more portions of this Agreement are found unenforceable, the remainder of the Agreement will remain enforceable. Any litigation between the parties relating to this Agreement, shall be filed and litigated only in the Indiana Commercial Court located in Marion County or if such Court no longer exists, in a state court located in Johnson County, Indiana.

Print Minor's Name

Date of Birth (Age)

Mother and/or Guardian of Minor Signature

Date

Print Minor's Name

Date of Birth (Age)

Father and/or Guardian of Minor Signature

Date