

**The University of North Carolina at Chapel Hill School of Medicine
MS1 Hyco Lake Weekend Retreat 2014**

**Release and Hold Harmless Agreement, Consent for
Medical Treatment, and Photograph Consent**

Release and Hold Harmless Agreement

As part of the consideration for my participation in the MS1 weekend retreat to Hyco Lake, North Carolina, ("MS1 Retreat ") I hereby release, hold harmless, and forever discharge The University of North Carolina at Chapel Hill ("University"), its trustees, employees and agents, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by me or to any property belonging to me during or as a result of my participation in the MS1 Retreat, and transportation associated therewith, except for damages caused by the negligence of The University, its trustees, agents, or employees.

I acknowledge that my participation in the MS1 Retreat and in any activities or events offered or facilitated during the MS1 Retreat is elected by me and not required. I am fully aware of the risks and hazards associated with MS1 Retreat and in the activities and events offered during the MS1 Retreat. Specifically, I understand and acknowledge that, as part of the MS1 Retreat, I will be offered the opportunity to engage in activities including, but not limited to, swimming, tubing, biking, hiking, and jet skiing and that these events are potentially hazardous activities that involve a risk of injury and even death. I also understand that these events will involve prolonged vigorous exercise and that certain physical conditions, including but not limited to heart, circulatory, respiratory, or musculoskeletal conditions, may be harmfully affected by vigorous exercise. I further understand and acknowledge that it has been recommended that I have a physical examination and that I consult with my physician about physical exertion before participating in these activities, especially if I have any conditions that may be harmfully affected by physical exertion including but not limited to heart, circulatory, respiratory, or musculoskeletal conditions. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate or that I have decided that I will participate in this activity without the approval of my physician.

I voluntarily assume full responsibility for any risk of loss, damage, or personal injury, including death, and for any property damage that may be sustained by me as a result of my participation in the MS1 Retreat. I further agree to indemnify and hold harmless the University, its trustees, employees, and agents, from any loss, liability, damage, or cost, including court costs and attorney's fees, that they may incur due to my participation in the MS1 Retreat, except that caused by the negligence of The University, its trustees, employees, or agents.

Consent for Medical Treatment

In the event of illness or injury, I hereby authorize employees or agents of The University to obtain emergency medical treatment for me as deemed necessary, including administration of an anesthetic or other medication and surgery, and I hereby assume the cost of such treatment. I understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power on the part of The University to give specific consent to the diagnosis, treatment, or hospital care which in the best judgment of a licensed physician is deemed advisable. I also grant permission for emergency CPR to be administered to me by a certified person should it become necessary.

Photograph Consent

I hereby grant The University the irrevocable right and permission to photograph or videotape my participation in the MS1 Retreat and to use the photograph(s) and/or videotaped image(s) in any and all flyers, publications, Internet websites, audiovisual presentations, promotional literature, or for any other similar purpose without compensation to me. I understand and agree that I may be identified by name in printed, Internet, or broadcast information that might accompany the photograph or image. I agree that all such portraits, pictures, photographs, video, and audio recordings and any reproductions thereof, and all plates, negatives, recording tape, and digital files shall remain the property of The University. I waive the right to approve the final product.

I hereby release and forever discharge The University, its trustees, agents, and employees, from any and all claims and demands arising out of or in connection with the use of said photographs/images, including but not limited to, any claims for invasion of privacy, appropriation of likeness, or defamation.

A copy of this document shall have the same force and effect as the original.

I have read and I understand this document, including the indemnification, release, and hold harmless portions of it. I understand and agree that it is binding on me, my heirs, assigns, and personal representatives.

This the _____ day of _____, 2014.

Name of Participant

Signature of Participant

Name of Parent or Guardian
(if Participant is under 18)

Signature of Parent or Guardian