



PARTICIPATION AGREEMENT AND WAIVER FORM

PROGRAM/CAMP INFORMATION

Parents and legal guardians are responsible for carefully reviewing all program materials and for selecting programs that are appropriate for their child. Information regarding programming for children and teens sponsored by the Regents of the University of Michigan (the "University") is available at childrenoncampus.umich.edu.

Program/Camp Name: _____ (hereafter "Program")

Date(s): _____

Location: _____

PARTICIPANT INFORMATION

Name of Participant: _____ (hereafter "Participant")

Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Date of Birth: _____

PARTICIPATION AGREEMENT

I understand that my child's participation in the Program is voluntary and that as a condition of my child's participation, I agree to comply with all Program requirements including, but not limited to: (a) accurately completing all registration forms in a timely manner; (b) ensuring that my child is aware of the Program's standards of conduct; and (c) immediately notifying the Program Administrator of any concerns related to the health, safety or security of my child, other participants, or Program staff.

IDENTIFICATION AND ACKNOWLEDGMENT OF RISK

I am fully aware of the risks and potential hazards connected with participating in the Program, including but not limited to, the risk of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, digital footprint, reputation loss, compliance violations, brand hijacking, image replication, and I hereby elect to have my child voluntarily participate in the Program, and engage in such activity knowing that the activity may be hazardous to my child and my property.

I further understand that as part of my child's participation in the Program that there are dangers, hazards and inherent risks to which my child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the Program may involve risks and dangers, both known and unknown, and I have chosen to allow my child to take part in the Program. Therefore, I, on behalf of myself and my child, have determined that it is reasonable to accept all risk of injury, loss of life or damage to property arising out of training, preparing, participating, and traveling to or from the Program and I, on behalf of myself and my child, do voluntarily accept and assume those risks.

I acknowledge that employees of the University have undergone criminal background checks, but other participants of the Program may not have undergone background check screening. As such, the University makes no assertions or assurances with respect to other participants.

ACKNOWLEDGEMENT OF GOOD MENTAL AND PHYSICAL CONDITION

I acknowledge that my child is in good mental and physical condition for the limited purpose of Program registration and participation.

CONSENT TO RECORDING AND COLLECTION OF INFORMATION

I understand that during the course of my child's participation in the Program, that the Program, and those acting with the Program's permission or authority, may capture my child's name, likeness, image, or voice in photographic, audio, video, digital or other recording forms ("Recordings"). I give my permission for the Program to use those Recordings or works produced by my child (e.g., art work) ("Works") for promotional, commercial, informational, and educational purposes in any and all media (including the Internet) now existing or hereafter devised, for any purpose consistent with the Program's mission. I understand that I will not have an opportunity to review or approve uses of the Recordings or Works.



I recognize that the Program, through the University, holds the copyright in all Recordings and I, on behalf of myself and my child, grant the Program and the University a license to use the Works. I understand that neither my child nor I will receive payment or any other compensation for the taking or use of any Recordings or Works created as a result of my child's participation in the Program.

I release, indemnify and hold harmless the University from and against all liability, actions, debts, claims and demands of every kind whatsoever to the taking or use of the Recordings or Works of my child.

I acknowledge that the University may collect information from me and my child. In addition, I acknowledge that the University may engage with third party service providers to provide online resources that will be used as part of the Program and that such third party service providers may collect information from me and my child. The third party service providers engaged for the Program are listed below.

Supported Programs (Please Select or List All Third Party Providers- To Be Completed By Program Administrators)

- Zoom Google Canvas

Additional Programs:

I acknowledge that the information collected by each third party service provider, and how such information is used, is set forth in the privacy policy adopted by such third party service provider and available on such third party service provider's website. The University requires its third party service providers to keep you and your child's information secure. The University does not allow its service providers to use or share your or your child's personal information for any purposes other than providing services on the University's behalf.

The University will only use information collected from me and my child for educational purposes, and not commercial purposes. Following is a summary of the types of information that the University collects and how it will be used **(Program Administrators, Please complete information below):**

Third-Party Collection

We collect personal information from vendor partners that provide goods and services to the University the information includes: **(Program Administrators, Please Check All That Apply)**

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| <input type="checkbox"/> Identification Information , such as name, preferred name and pronoun, date of birth, Social Security Number, photo, etc. | <input type="checkbox"/> Program Deliverables , such as portfolio of work, performance statistics and assessments, etc. |
| <input type="checkbox"/> Contact Information , such as email address, address, phone number, parent/guardian contact information, etc. | <input type="checkbox"/> User Content in Learning Management Systems and Videoconferencing Tools , such as recordings of voice, image, and surroundings, chat messages, discussion posts, uploaded files, speech to text transcripts, conversations with classmates and instructors, assignment submissions, survey and quiz responses, etc. |
| <input type="checkbox"/> Academic Records , such as education history, transcripts, test scores, recommendations, etc. | <input type="checkbox"/> System Logging Information , such as browser, operating system, and device type, IP and MAC address, date and time of login, length of session, time of transactions and submissions, etc. |
| <input type="checkbox"/> Medical Information , such as allergies, medications, medical history, medical contacts, etc. | |
| <input type="checkbox"/> Financial Information , such as payment method and payment details. | |

The Program Information will be used in the following manor: **(Program Administrator, Please Check All That Apply)**

- Program Enrollment and Management:** support processes associated with selecting and attending programs, managing enrollment, issuing certificates, etc.
- Teaching and Learning Process:** facilitate effective and engaging learning experiences by providing useful information to instructors and participants.
- Life on Campus:** provide services, such as emergency alerts, housing, transportation, recreation sports, libraries, etc.
- Communications:** provide program participants with information on relevant services, events, etc.
- Institutional Planning and Reporting:** analyze data to assess program quality and utilization, and to identify, evaluate, and respond to trends.
- System Support:** ensure system stability and positive user experience by monitoring service performance and providing end-user support.

I hereby consent to the Program and its third party service providers to collect information from me and my child in connection with my child's participation in the Program.

RELEASE AND WAIVER OF LIABILITY

In consideration for the University allowing my child to participate in the Program, I, as parent and/or guardian of Participant, authorize my child to participate in the Program and release and discharge and hold harmless the University, its faculty, staff, students and all other officers, directors, employees, volunteers and agents from any claims or liability arising from my child's participation in the Program, provided that such claim is not due to the gross and sole negligence of the released parties.

This Agreement is governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions arising under this Agreement must be brought in the Michigan Court of Claims or a court with applicable subject matter jurisdiction sitting in the state of Michigan and I consent to the jurisdiction of a Michigan court with appropriate subject matter jurisdiction.

I agree that the terms and conditions of this Agreement are binding on my representatives, heirs and assigns.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____