

PARENT/LEGAL GUARDIAN - GRANT PROGRAM / MEDICAL CONSENT WAIVER

ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT



Dear Parent, while in the **GEAR UP Maui program**, your child will be expected to participate in a variety of activities, such as college and career explorations/preparation, academic services, walking college tours, field trips, sports, and travel throughout the duration of several years. Therefore, **GEAR UP Maui** must obtain your permission to arrange for needed medical services in the case of an emergency. For the purpose of this agreement, the term “I” refers to both Parent/Legal Guardian and Student.

I, **(Print Student's LEGAL Name)** _____, consent to and authorize any medical professional and others working under his/her supervision to treat me for any injury or illness arising from or related to my participation in **GEAR UP Maui** activities from today's date until August 31 of the year following my high school graduation.

I further agree to pay any and all medical expenses, costs and other charges, and to release, hold harmless, and forever discharge the Research Corporation of the University of Hawai'i and its Board of Directors, officers, employees, agents, and assigns, and the University of Hawai'i and its Board of Regents, officers, employees, agents, and assigns, from and against any liability and any claims or demands arising from or connected with such medical treatment or care. I have provided emergency contact and physician information to **GEAR UP Maui**.

Furthermore, I understand, acknowledge, and am fully aware that there are inherent dangers and risks involved with my participation in **GEAR UP Maui** activities (including the transportation to and from activities), which may result in illness, personal injury, or death. I agree to strictly follow all safety procedures, exude lawful behavior and conduct as well as expected guidelines during and while in attendance of all program event venues and locations.

I agree, for myself, my heirs, assigns, executors, and personal representatives, to hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Research Corporation of the University of Hawai'i and its Board of Directors, officers, employees, agents, and assigns (collectively “RCUH”), and the University of Hawai'i and its Board of Regents, officers, employees, agents, and assigns (collectively “UH”), from any and all claims including, but not limited to, claims for property damage, personal injury, illness, or death, arising from my involvement or participation in all **GEAR UP Maui** coordinated and sponsored program events and services.

I also agree to DEFEND, INDEMNIFY, HOLD HARMLESS, RELEASE, AND FOREVER DISCHARGE the RCUH and UH from and against any and all claims, demands, actions or causes of action, on account of any loss, including damage to personal property or personal injury or death, which arise out of my involvement or participation in the various program activities and which result from causes beyond the control of and without the fault or negligence of the RCUH and UH during the period of my participation in all **GEAR UP Maui** coordinated and sponsored program events and services.

I also agree that this Agreement shall be construed in accordance with the laws of the State of Hawaii, and that if any portion of this Agreement is determined to be invalid by a court of competent jurisdiction, the remainder will continue in full legal force and effect.

GEAR UP Services and Programs: My signature below confirms my consent for my student's participation and to the methods of service delivery and program activities as presented herein and additionally as required to executive the Grant Goals and Objectives through **GEAR UP Maui**. GEAR UP MAUI has my permission to provide my student access to all virtual and in person Services and Programs including the Dimension U online learning gaming platform that encourages growth in math and literacy skills and access to The Princeton Review (i.e. Tutor.com) for academic and resources support. I further consent to resource partnerships access to my student herein but not limited to: Student Success Agency; Paradigm Shift; Focus 2; NCCEP; WGHawaii Inc. **GEAR UP** further provides enrichment programs and services including and not limited to: The Alaka'i Emerging Leaders Academy; Virtual ONLINE and In-Person Study Hall delivery through various Virtual opportunities and platforms which include workshops; long distance and online learning solutions through various approved vendor educational partnerships as applicable to the student cohort needs for academic success. The grant also utilizes Social Media Platforms including and not limited to Instagram, Twitter, Facebook. Face-time as well as conference calls, text messaging, website (informational highway for parents/students) as a means of current and timely communication between students, parents and cohort schools. These services and program activities are also provided in person, on campus(cohort and college) and through planned events.

Photo, Video, Recordings Release Consent: I authorize RCUH, **GEAR UP Maui** and its agents, employees to take and use photographs, video, sound recordings and/or live stream of my child's participation in the Activities, and to use my child's name likeness, appearance, voice for legitimate purposes including any educational, institutional, informational and fundraising purposes in perpetuity and without compensation to my child or me in any matter including social media sites and web pages. I understand the Activities may attract media coverage or be recorded in whole or in part for rebroadcast or transmission and I consent to my child's inclusion in such media coverage which may appear in print, live, podcast or replay. I further consent for my child to receive services, resources and learning opportunities through virtual and online platforms.

I understand and agree that the RCUH and UH do not provide health insurance or otherwise indemnify individuals with respect to injuries or other liabilities arising out of **GEAR UP Maui** program activities.

I have read this Agreement and I understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing this Agreement voluntarily and of my own free will, and that no oral representations, statements, or inducements have been made. I am fully competent, and I execute this Agreement for full, adequate, and complete consideration.

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STUDENT-PARENT INFORMATION

FIRST NAME: _____ LAST NAME: _____
SCHOOL: **Maui High School** **King Kekaulike High School** Other: _____
MAILING ADDRESS: _____ APT: _____
CITY: _____ State: _____ Zip: _____
PHONE: _____ T SHIRT SIZE: _____ EMAIL ADDRESS: _____

PARENT/GUARDIAN 1 INFORMATION

FIRST NAME: _____ LAST NAME: _____
ADDRESS: CHECK ONE- **SAME AS STUDENT** **DIFFERENT from STUDENT**
STREET ADDRESS: _____ APT: _____
CITY: _____ State: _____ Zip: _____
PHONE: _____ EMAIL ADDRESS: _____

PARENT/GUARDIAN 2 INFORMATION (optional, if desired please add)

FIRST NAME: _____ LAST NAME: _____
ADDRESS: CHECK ONE- **SAME AS STUDENT** **DIFFERENT from STUDENT**
STREET ADDRESS: _____ APT: _____
CITY: _____ State: _____ Zip: _____
PHONE: _____ EMAIL ADDRESS: _____

TECHNOLOGY ACCESS

Does your child have access to WIFI/Internet: ___ YES ___ NO

What type of device does your child have access:

___ Desktop Computer ___ Laptop/Chromebook ___ Tablet ___ Cellphone ___ None

AGREEMENT CONSENT AND ACKNOWLEDGEMENT

Signature (Minor Student) **PRINT** full LEGAL Name Date

Signature (Parent/Legal Guardian) **PRINT** full LEGAL Name Date
CHECK ONE- **Parent** **Legal Guardian**

Signature (Parent/Legal Guardian) **PRINT** full LEGAL Name Date
CHECK ONE- **Parent** **Legal Guardian**

PARENT Mobile PHONE: _____ **PARENT EMAIL:** _____

EMERGENCY CONTACT INFORMATION:

CONTACT NAME: _____ **MOBILE PHONE:** _____
PHYSICIAN'S NAME & PHONE: _____

**The signatures above are both the student and their respective legal parents/guardians*

**FOR MORE INFORMATION CONTACT:
S. Leihuanani Bissen • GEAR UP Maui Director**



UNIVERSITY of HAWAII*
MAUI COLLEGE

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Internal Only: Rec'd/Initial _____