



WAIVER, RELEASE AND INDEMNITY AGREEMENT

Full Name of Student _____

I am the student named above or the parent or legal guardian of this student. I understand that I, or my minor child, will be considered for participation in the 2023 Youth Impact Program (“YIP”). I understand that the YIP is a two-week academic and athletic mentoring program which its sponsors will hold at the University of Hawaii. I understand that the YIP will include academic sessions as well as participation in a football camp each day of the YIP. I understand that if I am, or my minor child is, selected to participate in the YIP, daily physical activity and contact related to practicing and playing football will be involved, which is described in more detail below. I also understand that I, or my minor child will be transported by YIP to/from the location of the YIP, meals and snacks will be served to me, or my minor child, and academic instruction will be provided. In return for being considered and selected for participation in the YIP, I agree on my own behalf, and for my minor child, to waive any claims against the YIP or the University of Hawaii, as described in more detail below.

1. **Waiver: IN CONSIDERATION** of permission to utilize today and on all future dates, the services, programs, property, staff, equipment and/or facilities offered by **the Youth Impact Program/ the University of Hawaii** (hereinafter “**Hawaii YIP**”) I agree, on my own behalf and on behalf of my heirs, executors, administrators, personal representatives or assignees, that I do hereby release from liability, waive any and all claims against, forever discharge, covenant not to sue, and hold harmless **Hawaii YIP**, its owners, members, directors, officers, employees, coaches, students, volunteers or agents, and other participants in the YIP (hereinafter “**Releasees**”) from and against any liability for any and all claims or causes of action for injuries, disability, death, property damage, attorney fees, or any other loss of any kind, including those based upon the negligence of **Hawaii YIP** and/or **Releasees**, that may arise in connection with participation in the YIP by me or my minor child or any activity surrounding participation in the YIP. I further agree not to sue any of the **Releasees** for any such claim and understand that by signing this Waiver, Release and Indemnity agreement I am giving up my legal right, and that of my minor child to the extent permitted by law, to sue the **Releasees** and/or to seek compensation for any injuries, loss or damages which I or my minor child may incur.

Signature of Student _____

Date _____

Signature of Parent/Guardian of Minor _____

Date _____



Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. **Hawaii YIP** will provide instruction and direction involving running, jumping, balancing and exertions of strength using various muscle groups, some involving quick movements, speed and change of direction, and others involving sustained physical activity which may place stress on the cardiovascular system. The foregoing and following are intended to be representative but not exhaustive descriptions of the types of risk that may be associated with participation in the activities described herein.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as joint or back injury, concussion, broken bones or 3) catastrophic injuries including paralysis and death.

I am fully aware of the risks of unexpected injuries, damage or other loss that may result from my, or my minor child's, participation in the YIP. I freely assume all such risks, known or unknown, including the risk of any negligence by other participants or spectators, any of the organizers or personnel, or any of the other Releasees. I agree to abide by all the rules and instructions given to me by a YIP or Hawaii representative in connection with my participation, or that of my minor child, and to provide accurate and complete information regarding my, or my minor child's, health and physical capabilities as requested by anyone in connection with the YIP. I understand that I am solely responsible for the accuracy of any information I provide and I release all Releasees from any liability or responsibility for verifying such information whether provided by me or a third party.

Indemnification and Hold Harmless: By signing this document, I agree, for myself and my heirs, executors, administrators or assigns to indemnify and save and hold harmless the Releasees and each of them from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement with **YIP/ Hawaii/NFL** and/or the Releasees as described herein and to reimburse them for any such expenses incurred.

Severability: By signing this document, I expressly agree that this waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Hawaii and that if any portion of this agreement is held invalid, the remainder of the agreement will continue to be in full legal force and effect.

Acknowledgment of Understanding: By signing this document, I understand and acknowledge that I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including the right to sue the YIP, the NFL, or the University of Hawaii. I also understand and acknowledge that I am signing this agreement freely and voluntarily, and intends by my signature below for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name of Student _____

Print Name of Parent/Guardian _____ **Date** _____

Signature of Parent/Guardian _____ **Date** _____



FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
 - School officials with legitimate educational interest;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to a student;
 - Organizations conducting certain studies for or on behalf of the school;
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena;
 - Appropriate officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

I hereby authorize the Youth Impact Program staff to obtain academic and behavioral information of my YIP participant from any school enrolled from 2023-2026. Information obtained will be solely used to track the behavioral and academic outcomes of the 2023 YIP camp.

Parent/Guardian Name _____ YIP Participant Name _____

Relationship to Participant _____ School Enrolled for 2023-2024 Year _____

Signature _____ Date _____



PARENT/GUARDIAN LETTER OF COMMITMENT

FOR THE PARENTS OR GUARDIANS OF MINORS:

I _____, parent/guardian of _____ am committed to getting my
(Parent/Guardian Name, Print) (YIP Participant, Print)

YIP participant to and from the bus pick up/drop off location, on time, each day during the **Hawaii YIP program dates of June 10– June 21, 2024** (not including Saturday and Sunday).

I have not scheduled any vacations during this time that will conflict with YIP attendance. I understand that this is a free program thus, I will do my part to ensure that my YIP participant receives the full program experience and privilege.

I fully understand that it is my responsibility to contact a Hawaii YIP staff member if my participant cannot attend due to illness, or other extenuating circumstances.

As parent or guardian of the above-named minor, **I hereby give my permission for my child or ward to participate** in the Hawaii YIP, and further agree, individually and on behalf of my child or ward, to the terms above. I grant permission to any representative of Hawaii YIP to act on my behalf in allowing qualified medical personnel, including Hawaii YIP representatives to give needed (emergency) care to my minor child or ward in the event I am not available for immediate consultation.

Signature of Parent/Guardian

Date



PHOTO AND VIDEO RELEASE FORM FOR MINOR CHILDREN

I hereby authorize the Youth Impact Program, Inc. to publish any photographs and videos taken of my undersigned minor child, for use in the Youth Impact Program's printed publications, website and social media sites to include Facebook and Twitter.

I release the Youth Impact Program, Inc. from any expectation of confidentiality for my undersigned minor child and myself and attest that I am the parent or legal guardian of the undersigned minor child listed below and that I have the authority to authorize the Youth Impact Program to use his photographs and his image in videos.

I acknowledge that since participation in publications and websites produced by the Youth Impact Program is voluntary, neither my undersigned minor child nor I will receive financial compensation.

I further agree that participation in any publication and website produced by the Youth Impact Program confers no rights of ownership whatsoever. I release the Youth Impact Program, its contractors and its staff from liability for any claims by me or any third party in connection with my participation or the participation of my undersigned minor child.

Child's Name: _____

Parent/Guardian's Name: _____

Parent/Guardian's Signature: _____

Date: _____