SCHEDULE E

DUKE UNIVERSITY

PARTICIPATION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU OR YOUR CHILD/WARD MAY HAVE IF HE/SHE IS INJURED OR OTHERWISE SUFFERS DAMAGES WHILE PARTICIPATING IN ______________________________ (Program). Be aware that by registering your child/ward (Participant) and having her/him participate in this Program, you ______________________ and the Participant ____________________ will be waiving all claims for injuries the Participant might sustain arising out of his/her participation in this Program.

In consideration of the Participant being permitted to participate in this Program, we confirm by our signatures below that we understand and agree to the following:

1. Assumption of Risks of Program Participation: I/We understand that participation in the Program is entirely voluntary and that Duke University makes no representation about the safety or security of the location of the Program or the modes of travel in connection with the Program. I/We understand that risks are inherent in participating in this Program and that these risks could result in property damage and/or bodily injury to the Participant. I/We agree to accept and assume, knowingly and voluntarily, all risks associated with the Program whether present or future, known or unknown, arising from or as a result of the Participant’s voluntary participation in the Program. I/We have discussed the risks associated with the Participant’s participation in the Program as reflected by our signatures below. I/We hereby elect to participate in the Program.

2. Behavior Expectations of the Participant: I/We understand that the Participant has the responsibility to contribute to the success of the Program by conducting herself/himself in a manner that reflects favorably on Duke University and all participants in the Program. I/We certify that I/We have completed all preparation activities as mandated by the Program and will complete all follow-up activities as may be required by the Program. I/We further understand that Duke University reserves the right to decline to approve the Participant’s application to participate in the Program or to decline to provide continuing support for his/her participation in the Program at any time should the Participant’s actions impede the operation of the Program or the rights or welfare of any person. Should the Participant be dismissed for disciplinary or social reasons, no fees will be returned. Further, if the Participant is dismissed for academic reasons resulting from a lack of effort or attitude toward the academic environment, or academic dishonesty, no fees will be returned. It is further agreed that should the Participant leave the Program for any reason other than a death in the immediate family (mother, father, guardian, or sibling only) or an illness, which requires hospitalization, after the fee deadline set by the Program has passed, there will be no refund of any fees. Should the Participant leave the Program as the result of death in the immediate family or an illness that requires hospitalization, the Program will provide a prorated refund not to exceed 50% of Program fees.
I/We further agree that the Program reserves the right to make cancellations, changes, and substitutions in case of emergency or changed conditions, or if such are in the best interests of the group affected. Should the University cancel this Program, full refunds of the Program fees will be made unless the cancellation is due to causes outside of the control of the Program, in which case the Program will refund only uncommitted and recoverable funds. In addition, it should be agreed that the cost of travel to and from the Program is not included in any fees that may be refunded.

I/We further agree that in the event Participant is removed from the Program due to a medical condition or injury, I agree to remove the Participant forthwith. I am solely responsible for paying the Participants non-scheduled transportation and any incidental travel expenses back to the Participants original point of departure.

3. Participant Obligations Relating to Medical Needs and Insurance: By signing this Participation Agreement we agree:

A. To furnish Duke University with requested medical information.

B. To bear all financial responsibility for any medical treatment arising from the Participant’s participation in the Program, and specifically to obtain and maintain throughout the Program coverage under a policy of comprehensive health and accident insurance. Such policy shall provide coverage for injuries and illnesses the Participant sustains or experiences while participating in the Program. Duke University shall not provide medical insurance for, or assume financial responsibility for, any injury or illness the Participant incurs while participating in the Program.

C. To obtain such other insurance coverage as may be relevant to my participation in the Program. I/We also are aware that Duke University recommends that participants insure their property against loss or theft.

4. RELEASE AND WAIVER OF LIABILITY

In return for Duke University permitting the Participant to register and participate in the Program and having read and understood this Participation Agreement, I/we hereby voluntarily agree to the following:

A. I/WE RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Duke University, its affiliates, trustees, officers, employees or agents, (hereinafter referred to as RELEASEES) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury or harm of any sort, including death, that may be sustained by the Participant, and for damage to any property belonging to him/her, that occurs as a result of traveling to or from any site in connection with the Program, or as a result of the Participant’s participation in the Program. It is our intent and agreement that the terms of this paragraph 4 shall bind any person asserting rights on our behalf, or otherwise asserting claims by or through us, including my spouse, family members, heirs, assigns and personal representatives.
B. I/We further agree that this Participation Agreement, including this paragraph 4 shall be construed in accordance with the laws of the state of North Carolina. Further, the release, waiver, discharge and covenant not to sue as expressed in this Section 4 is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is my/our intention not only to release any and all claims against RELEASEES, but also to relieve RELEASEES from any liability to make contribution to other tortfeasors on account of any claims.

C. In signing this Waiver and Release, I/We acknowledge and represent that I/we have informed ourselves fully of the contents of this Waiver and Release of liability and hold harmless agreement by reading it before we sign it, and that I/we have reviewed it and Participant understands what it means and that I/We sign this document freely. I/We further state that there are no health-related reasons or problems which preclude or restrict the Participant’s participation in this Program.

[NOTE: Participant and the Participant’s Parent/Guardian agree that this Participation Agreement may be executed in counterparts (i.e., each required signature may appear on separate printed copies of the Participation Agreement), and that such counterpart versions each shall be deemed an original and together shall constitute one and the same document for legal purposes.]

Participant: ____________________________ Date: __________________

I am the parent or guardian of the above-named Participant. I have reviewed this Participation Agreement and the description of the Program, have discussed it with the Participant and concur with the Participant’s participation in the Program under the terms of this Participation Agreement.

Parent or Guardian: ____________________________ Date: __________________
DUKE MEDICAL INFORMATION FORM

Unique email address: ______________________

PARTICIPANT INFORMATION

Participant's Name ____________________________________________
Permanent Address ____________________________________________
City, State, Zip ____________________________ Home Phone ( ) ______________

MEDICAL EMERGENCY CONTACT INFORMATION

Person to Contact First: __________________________ Backup Contact (Relative or Friend): __________________________
Name ____________________________ Name ____________________________
Relation to Participant ____________________________________________
Daytime Phone ( ) ____________________________ Daytime Phone ( ) ______________
Evening Phone ( ) ____________________________ Evening Phone ( ) ______________

INSURANCE POLICY INFORMATION

Are you covered by health insurance? __________
Policy Holders Name ____________________________ Policy Holders Date of Birth __________
Address ____________________________ Relation to Participant ____________________________
City, State, Zip ____________________________ Occupation ____________________________
Employers Address ____________________________________________
Insurance Company Name ____________________________________________
Insurance Company Address ____________________________________________
Member # ____________________________ Group # ____________________________
Plan Type: __________ (Duke Select, etc).

I certify that the Participant, ____________________________ (name), is insured under the above insurance and that
the information is current and accurate. I have verified with my insurance company and/or agent that my health and
accident insurance covers the Participant in Durham, North Carolina where the Program will occur and expires on
________________________. I hereby assume responsibility for all medical expenses the Participant incurs while he/she
participates in any activity of the Program.

I understand that I must make provisions before departure for the continuation of any medical treatments, the
meeting of any special medical or nutritional needs, and the securing of any special services or facilities that the
Participant may need during the Program. Duke University makes no representation with respect to the availability
or quality of any medical services or medical facilities during the Participant’s participation in any activity of the
Program.

Signature of Parent/Guardian: ____________________________

Date: ____________________________