



SuperSeeds

**SuperSeeds**  
10142 Springfield Pike  
Cincinnati, Ohio 45215  
(513) 543-4275

## **PARTICIPANT AGREEMENT AND RELEASE FROM LIABILITY**

THIS RELEASE AND WAIVER OF LIABILITY (“Release”) is given on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by a minor and his/her parent/legal guardian in favor of SuperSeeds, a 501(c)(3) non-profit corporation organized and existing under the laws of the State of Ohio, USA, and its directors, officers, employees, affiliates and agents, and any heirs, executors, personal representatives, successors and assigns.

\_\_\_\_\_, (“Minor”) desires and/or requires services from SuperSeeds on behalf of his/herself and/or Minor’s legal dependents. I, the parent/legal guardian of the Minor, hereby freely and voluntarily, and without duress, executes this Release under the following terms:

**1. Voluntary Participation** - I (parent/legal guardian) acknowledge that I voluntarily apply to receive services from SuperSeeds for Minor. I further agree that the eligibility to receive such services for Minor may be terminated at any time by SuperSeeds.

**2. Release** - By executing this Release and in consideration of the opportunity afforded Minor to receive services from SuperSeeds, I hereby agree that I, Minor, and any successors, assignees, heirs, guardians and legal representatives will not make any claim against SuperSeeds, any officers, directors, or employees of SuperSeeds, any suppliers of any materials or equipment that are used by SuperSeeds to provide services, any SuperSeeds volunteers or sponsors, or any other SuperSeeds service recipients, for injury, death, or damage due to any intentional, reckless, grossly negligent, or reckless action resulting from any act or omission of any person or entity, however caused, arising from the services provided by SuperSeeds either in law or in equity. I and Minor will further assume all and complete risk of any activity done in violation of any rule or directive or instruction by SuperSeeds. It is also understood that SuperSeeds does not assume any responsibility for, or obligation to provide, financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage. I understand that SuperSeeds activities may be hazardous to Minor, including, but not limited to transportation to and from various locations and event sites. I recognize and understand that SuperSeeds activities may, in some situations, involve inherently dangerous activities and/or situations. I hereby expressly and specifically assume the risk of injury or harm in these activities and release SuperSeeds from all liability for injury, illness, death, or property damage resulting from the activities during my time with SuperSeeds.

**3. Media/Photographic Release** - In consideration of any services provided by SuperSeeds to Minor and as the parent/legal guardian of Minor, I grant and convey unto SuperSeeds all right, title, and interest in all photographic images and video or audio recordings made by SuperSeeds during the provision of services to Minor. I do hereby grant and convey unto SuperSeeds permission to use my or Minor’s name, my or Minor’s statement(s) and my or Minor’s likeness in all SuperSeeds publications or advertisements in print, television, online (including without limitation, its websites or pages on Facebook or other social media sites) and any other media, without compensation to me or Minor. This consent is irrevocable and is without payment. These materials will become the property of the SuperSeeds and will not be returned. I and Minor waive the right to inspect or approve anything in which my or Minor’s name, statement(s) or likeness appears, and I and Minor waive any right to royalties or other compensation arising or related to their use by SuperSeeds.

**4. Medical Treatment** - By executing this Release, I release and forever discharge SuperSeeds from any claim whatsoever which may arise due to any first aid, treatment, or service rendered in connection with my and/or Minor's participation in the services. I agree to provide all relevant information regarding any known medical conditions requiring monitoring or care to designated SuperSeeds personnel prior to Minor participating in any SuperSeeds activities.

**5. Code of Conduct** - It is expected that I and/or Minor will treat SuperSeeds employees and volunteers with respect, courtesy, and dignity. In addition, I and/or Minor understand that we are expected to:

- Shall obey all local, state, and federal laws;
- Shall behave in a courteous and respectful manner, refraining from language and actions contrary to SuperSeeds expectations;
- Shall not possess or use illicit drugs and any other illegal substances according to local, state, and federal laws;
- Shall not possess or use any weapon including, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person whether or not I and/or Minor possess a concealed weapons permit (CCW) or are allowed by law to possess a weapon;
- Shall refrain from sexual harassment consisting of but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. These actions will not be tolerated in any manner by SuperSeeds. Any reported incident of sexual harassment may result in the immediate termination of services by SuperSeeds;
- Shall refrain from activities that endanger self or others;
- Shall respect SuperSeeds facilities, equipment, rooms, buildings, and surroundings at all times;
- Shall report accidents, injuries, and illnesses to SuperSeeds immediately
- Minor must be in school uniform or business casual attire – no jeans and/or hoodies
- All personal items (e.g., purses, backpacks, cell phones, etc.) are not permitted
- Minor must complete a 2-page, typed essay that shall be returned to \_\_\_\_\_ within 7 days of any field trip date.

SuperSeeds reserves the right to notify law enforcement as it deems necessary and appropriate.

**6. Confidentiality** - All information I and/or Minor provides SuperSeeds will be kept confidential and will not be shared with anyone without parent/legal guardian consent. The only exception is if SuperSeeds employees or volunteers have reasonable belief that any child is being abused or neglected as we are required by law to report it to Children's Protective Services and/or local law enforcement. If possible, I will be informed before any such report is made, except in a life-threatening emergency.

**7. Program Permission** - By executing this Release, I am providing explicit permission for Minor to receive services from SuperSeeds including, but not limited to, participation in the SuperSeeds Options Day program. The Options Day program generally includes a field trip to the Hamilton County Courthouse and Jail and the University of Cincinnati Medical Center on Day 1 (e.g., Tuesday - 7:30 am – 3:30pm) and the University of Cincinnati on Day 2 (e.g., Wednesday - 7:30 am – 11:30pm).

**8. Other** - I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. I agree that if any clause or provision of this Release is held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**9. Knowing and Voluntary Execution** - I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT AND A GENERAL RELEASE OF ANY LIABILITY BETWEEN MYSELF, MINOR, AND SUPERSEEDS. I SIGN THIS RELEASE OF MY OWN FREE WILL. BY SIGNING THIS RELEASE ON BEHALF OF MINOR, I CERTIFY THAT I AM EIGHTEEN YEARS OF AGE OR OLDER.

IN WITNESS WHEREOF, to express my understanding of this Release, Parent/legal guardian executes this Release as of the day and year first written above.

\_\_\_\_\_  
Parent/Legal Guardian's PRINTED Name Relationship

\_\_\_\_\_  
Parent/Legal Guardian's SIGNATURE Date

\_\_\_\_\_  
Parent/Legal Guardian's Address City State ZIP

\_\_\_\_\_  
Primary Telephone Number Additional Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Minor's Name Grade

Options Day Dates: \_\_\_\_\_

Referring Organization and/or School: \_\_\_\_\_