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PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY ONLINE PROGRAMMING UNC-CH

READ CAREFULLY BEFORE SIGNING

In consideration for my child's participation in **Fall 2020 Community Music School private lessons**, hosted by the UNC Community Music School ("Program"), I hereby release and forever discharge The University of North Carolina at Chapel Hill, its agents, officers, trustees, and employees ("University") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY** or otherwise, while participating in the Program, or while online or while completing assigned projects at home.

Program activities may include, but are not limited to the following:

- **Virtual group conversations**
- **Educational training and coping skills**
- **Interactive learning sessions in an online platform**

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, image replication, and I hereby elect to voluntarily participate in the Program, and engage in such activity knowing that the activity may be hazardous to my child and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY**, that may be sustained by my child, or any loss or damage to property owned by me, as a result of my child being engaged in such an activity, **WHETHER CAUSED BY THE NEGLIGENCE OF UNIVERSITY** or otherwise.

CONSENT TO LIMITED DATA COLLECTION

I hereby give permission for the University to collect information from me and my child through an online platform, for the limited purpose of Program registration and participation. I understand that this information will not be shared with any third-party, unless otherwise required by the third-party platform provider for participation. For additional information on the University's privacy policies, please visit <https://privacy.unc.edu/>.

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CONSENT TO PHOTOGRAPHY AND RECORDING

I further hereby authorize the University to photograph and video/audio record my child during the Program. I hereby grant the University the irrevocable right and permission to use video footage and/or still photos of me on the University's website and in promotional flyers, derivative works, or for any other similar purpose without compensation to me. I understand and agree that video footage and/or still photos of me may be placed on the Internet, including social media.

I understand and agree that I may be identified by name in printed, Internet or broadcast information that might accompany the photograph or video image of me. I agree that all such portraits, pictures, photographs, video and audio recordings and any reproductions thereof, and all plates, negatives, recording tape, and digital files shall remain the property of The University of North Carolina at Chapel Hill. I waive the right to approve the final product.

I hereby release and forever discharge The University of North Carolina at Chapel Hill, its agents, officers, trustees, and employees from any and all claims and demands arising out of or in connection with the use of said videos/images, including but not limited to, any claims for invasion of privacy, appropriation of likeness, or defamation.

RELEASE AND WAIVER OF LIABILITY

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY CHILD'S PARTICIPATION IN THE PROGRAM AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS THE RELEASEES. I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that may incur due to my child's participation in the Program WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Participant Release, Consent and Waiver of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Participant Release, Consent and Waiver of Liability shall be construed in accordance with the laws of the State of North Carolina.

IN SIGNING THIS PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart

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from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent and I am the parent or guardian of the child participant, and I execute this Participant Consent, Release and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same. My electronic signature on this document shall carry the same force as a physical signature.

Printed Participant Name: _____

Printed Parent or Guardian Name: _____

Signature of Parent or Guardian: _____

Date: _____

Reporting of illegal or inappropriate online behavior:

UNC-CH Protection of Minors Office: 919-843-8995, protectionofminors@unc.edu or
<https://campussafety.unc.edu/protection-of-minors/parents/>

UNC-CH Police Department: 919-962-8100 <https://police.unc.edu/>