

## **HOLD HARMLESS AND WAIVER AGREEMENT**

This Hold Harmless and Waiver of Liability Agreement (the “Agreement”) executed on this \_\_\_\_ day of \_\_\_\_\_ 201\_, by \_\_\_\_\_ (“Competitor”) in favor of Cornell University and Science Olympiad at Cornell (collectively, “Cornell”), and the Cornell Science Olympiad Invitational being held on Saturday, February 24, 2018 (the “Invitational”).

In consideration of attending and participating in the Invitational, Competitor understands and hereby freely, voluntarily, and without duress executes this agreement under the following terms:

**Hold Harmless and Waiver.** Competitor, for himself/herself, executors and administrators, do hereby and forever discharge and hold harmless Cornell, its trustees, officers, agents, employees, and student members from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Competitor’s attendance, participation and/or activities at the Invitational. Competitor understands that this Agreement discharges Cornell and all associated parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Competitor’s attendance, participation or activities at the Invitational or traveling to or from such event, whether caused by the negligence or omission of Cornell or its officers, directors, employees, students, or agents, or otherwise. Competitor also understands and agrees that neither Cornell and all associated parties assume any responsibility for or obligation to provide Competitor with any financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** Competitor hereby and forever discharges Cornell and all associated parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Competitor’s attendance, participation or activities at the Invitational or on the campus of Cornell University for such event or from traveling to or from the Invitational.

**Insurance.** Competitor understands that, except as otherwise agreed to by Cornell in writing, Cornell and associated parties do not carry or maintain health, medical, or disability insurance for any Competitor to the Invitational. Each such Competitor is expected to have his or her own medical or health insurance coverage.

**Photography.** Competitor grants to Cornell the right and permission, with respect to those photographs and videos taken of Competitor or the minor named below on whose behalf Guardian is signing, and with respect to any printed matter in connection therewith, to use Competitor's name, or the name of the minor on whose behalf Guardian is signing, and photographs and videos of the undersigned in connection with the 2017 Cornell Science Olympiad Invitational. Competitor and/or Guardian hereby agree to indemnify and hold harmless Cornell from all claims and demands whatsoever arising out of or in connection with the foregoing, and waive any right to inspect or approve the same prior to release. Competitor grants Science Olympiad at Cornell, its affiliates, exhibitors, and sponsoring schools the full and unrestricted right to the use of their picture, voice, and/or other likeness in any publicity activities and/or coaches' training.

**Other.** Competitor expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York. Competitor agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforced.

IN WITNESS WHEREOF, Competitor has executed this Agreement as of the day and year first above written.

**Competitor Name (Please Print):** \_\_\_\_\_ **Birth Year:** \_\_\_\_\_

**Competitor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**School Name:** \_\_\_\_\_

**Guardian Name (if Competitor is under 18) (Please Print):**

\_\_\_\_\_

**Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone (H):** \_\_\_\_\_

\_\_\_\_\_ **Phone (C):** \_\_\_\_\_

**In case of emergency, please contact:**

**Name:** \_\_\_\_\_ **Relation:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Primary Care Physician:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_