

ENGINEERING

SUMMER ACADEMY at PENN

SUMMER PROGRAMS WAIVER AND RELEASE FORM

I, _____, am a participant in the Engineering Summer Academy at Penn (ESAP) from July 09 to July 29, 2023. **As a condition of my participation in this program, I agree to and understand the following:**

1. Release, waive, discharge and agree not to sue the Trustees of the University of Pennsylvania and all its successors, assigns, affiliates, officers, directors, employees and agents ("Penn") from all manner of actions and causes of action, suits, debts, accounts, judgments, claims and demands whatsoever in law or equity, and attorney's fees, including all claims arising out of any incidents involving or allegedly causing personal injury or emotional distress in any way by reason of participation in the program.
2. Assume any and all risks arising from participation in the voluntary activity named above, including without limitation, the risks of bodily injury or property damage, the unavailability of emergency medical care or the negligent or the deliberate act of another person.
3. Indemnify, defend and hold the Trustees of the University of Pennsylvania, its directors, officers, employees and agents harmless from any and all claims, causes of action, damages, judgments, costs or expenses that arise out of or relate to the negligent or intentional act or omission of the undersigned or the undersigned's minor child.
4. COVID-19 Addendum: My permission as granted hereby includes an acknowledgement that due to the ongoing nature of the COVID-19 pandemic, changes to program elements, scheduling, and/or individual participant eligibility requirements, and/or program cancelations, may need to be made by the University of Pennsylvania and/or its agents from time to time in the light of changing conditions; and my consent given hereby includes my consent to such responsive changes and/or cancelations implemented by the University. I acknowledge and agree that the University retains the right in its reasonable discretion to determine if and when program changes and/or cancelations warrant the issuance of any full or partial refund. I understand the risks to me, my family, and my child associated with the transmission of respiratory disease, including but not limited to COVID-19, and my agreement to release, indemnify, and hold harmless the University encompasses health and/or safety risks relating in whole or in part to such disease.

Each of the undersigned expressly acknowledges that he/she has read and understands this Agreement and Release and signs it freely and voluntarily.

Name of Participant *(please print)*

Signature of Participant

Name of Parent/Legal Guardian *(please print)*

Signature of Parent/Legal Guardian

Date