

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND CONSENT FOR MEDICAL
TREATMENT AGREEMENT**

MINNESOTA STATE COLLEGES AND UNIVERSITIES

**Bemidji State University
Headwaters Regional Development Commission**

To be completed by parent or guardian prior to travel

I, as parent/guardian with legal responsibility for this minor child, wish to authorize _____, to participate in a Summer Camp offered by Bemidji State University and Headwaters Regional Development Commission in 2019. I understand that this is a voluntary activity and my child is not required to participate in this trip to continue to attend the Camp. I understand that there are risks and dangers to my child's health and personal safety posed by transportation to and from and my child's participation in this trip. My signature below signifies that I knowingly and voluntarily assume the risk of any injuries, regardless of severity, and including death, and all risk of damage to or loss of property that my child may incur due to my child's participation in this trip.

Permission. Your child will be taking part in a variety of activities while at BSU. By signing this form you as the parent are acknowledging, as well as giving permission for your child to take part in various activities. At any time, if your child is uncomfortable and chooses not to participate, we will support their choice. We will encourage them to remain engaged in the learning process and be respectful of others participating.

Model Release Agreement for Use of Picture, Video and Audio Images. I give Bemidji State University and Headwaters Regional Development Commission the irrevocable right to use my child's image(s) or voice in all forms and media and in all manners including composite or distorted representation. I waive all royalty fees for their use and manner of distribution. I also waive any right to inspect or approve the final version(s) including written copy that may be created in connection therewith. I have read this release and am fully familiar and approve its contents.

Release of Liability and Indemnification. In consideration for my child's opportunity to participate in this field trip, I, on behalf of myself, my child, my heirs, next of kin, successors, assigns and personal representatives, hereby release, indemnify, and hold harmless the State of Minnesota, the Board of Trustees of the Minnesota State Colleges and Universities system, Bemidji State University, Headwaters Regional Development Commission and its staff, employees, agents and representatives ("Releasees") from any and all liability whatsoever for damages, losses, or injuries (including death) that my child may sustain to his or her person or property, arising out of, resulting from, or occurring during his or her participation in the trip or any travel incident thereto, except where such damage, loss or injury is the result of the intentional or reckless conduct of the Releasees.

Governing Law and Jurisdiction. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of the State of Minnesota. I agree that if any portion of this Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I agree that this Agreement is to be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law.

Consent for Medical Treatment. I certify that to my knowledge my child is medically able to safely participate in this trip. I hereby consent that my child may receive medical treatment that may be deemed advisable in the event of injury, accident or illness during this activity or event.

By my signature, I signify that I have read and understand this Agreement and agree to its terms, that by that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

I acknowledge that I have reviewed the participant code of conduct (conduct document was enclosed within this information packet) as an adult with my child who is attending a BSU Summer Camp.

Signature of Parent/guardian

Date

Print Name

Email address, phone number or other emergency contact information

EMERGENCY CONTACT INFORMATION

Please provide emergency contact information that will be used by Camp officials to notify your designee(s) in case of an emergency.

Name of Contact: _____

Relationship: _____

Contact information:

Phone Number(s): _____

PARTICIPANT CODE OF CONDUCT

Please keep this for your records

Some infractions are more serious than others. Due to this not all of the infractions listed below follow the progressive disciplinary procedure. Some infractions may lead to automatic suspension from the summer program.

Phones: In order to be present and engaged during the camp, we ask participants to leave their cell phones or other personal devices in their room. The staff will be using their phones to take photos and post to social media (Facebook and Instagram @summerbsu). Participants will be able to tag themselves and share these photos during off-peak times. Each participant will have an individual room key to store and lock-up their belongings. In addition, occasionally, staff will use their phones to send text messages or make phone calls necessary to the camp.

Tobacco: Smoking or chewing is not permitted anywhere or anytime. This policy is in effect at all times at all activities and events on or off the campus. Tobacco products must not be in a participant's possession or kept in the residence hall.

Alcohol: The possession or consumption of alcoholic beverages is prohibited in the halls, on the BSU campus, and at all camp activities.

Illegal Controlled Substances: The possession or use of illegal controlled substances is prohibited in the residence halls, on the campus, and at all camp activities. If substances are found in the participant's possession, the Summer Program Director, Camp Counselor, participant's parent/guardian, and on-campus Security will be notified. The Summer Program Director and Security will decide whether further legal actions need to be pursued.

***Any participant(s) affiliated with the suspected use of tobacco, alcohol, or illegal drug use will be suspended from the Summer Program whether or not substances are found.*

Firearms and Weapons: Firearms and weapons (including knives, arrows, etc) are not permitted in the residence halls. Possession of a weapon or any item perceived to be a weapon by camp staff will result in automatic suspension from the Summer Program and possible expulsion from the camp program.

Threats and Violence: Every participant in BSU's Summer Camp has a right to feel safe. Threatening words, gestures or violent behavior will result in a disciplinary referral, and possible expulsion depending on the circumstances.

Gang Identified Behavior: Any gang behavior or other social subgroup formed for the purpose of exclusion or intimidation is prohibited and will result in automatic suspension from the Summer Program.

Tardiness: Camp Staff needs to know where participants are at all times. Therefore, participants are expected to be on time to class and all activities and in the residence hall at established hours. Tardiness will result in progressive disciplinary procedures. Tardiness exceeding one hour may result in dismissal from the Summer Program.

Designated Floors: Participants are not allowed on floors outside of the one assigned to that participant. The exception is when the group is traveling together for a supervised activity in a kitchen, lounge, or other approved supervised activity space. Male residence hall rooms and bathrooms must only be occupied by male participants. Female residence hall rooms and bathrooms must only be occupied by female participants. **Those found in a room or bathroom of a participant of an opposite gender will be dismissed from the Summer Program.**

Unauthorized Night Absence: After 9:30 pm, participants are required to be on their assigned floors and to remain there until breakfast. **Those found off their floors after 9:30 pm without being accompanied by a staff member will be dismissed from the Summer Program.**

Quiet Time: "Quiet Time" means that all participants are in their rooms at 10 pm, the door is locked, and no noise can be heard in the hallway.

Theft and Vandalism: The stealing of personal, program, or other property is prohibited. Any vandalism in classrooms, participant rooms, public areas of residence halls, or any other area is prohibited. Restitution will be expected. Participants are encouraged to keep their rooms locked to prevent personal loss and eliminate the possibility of damaged property. If a person is caught for either theft or vandalism, he/she will be dismissed from the program. **The program is not responsible for loss of or damage to personal items. Do not bring valuables.**

Public Displays of Affection: Many relationships are formed throughout the Summer Program. We do not discourage this, but ask participants to be sensitive to the fact that excessive public displays of affection may make others uncomfortable.

Sexual Misconduct: Sexual harassment or abuse as defined by University policy and Minnesota Statute Section 363 is prohibited. Accusations will be investigated and appropriate action taken, if found to be true, could include dismissal from the program if the conduct is sufficiently serious.

Any participant accused of sexual harassment will be suspended from the program until an investigation can be completed. If the accusations are found to be true, the participant will be dismissed from the program. The specifics of what is considered sexual harassment should be reviewed prior to participation in the camp program.

Guests or Visitors: Guests and Visitors not arranged by the Camp Staff are prohibited without prior approval. Some camp programs may overlap with other campus programs in which case socialization outside of your designated camp is encouraged, but only at the discretion of the camp staff.

Unauthorized Visitation: Camp participants are not permitted to visit residence halls or campus buildings not assigned to the program without authorization from staff. Interaction between camp participants and others living on campus is discouraged unless a structured program is provided at the discretion of the camp staff. Areas not designated for camp participants are off-limits. Allowable and Off-Limits areas will be made known to participants at orientation.

Riding in/on Motorized Vehicles: Participants may not ride in/on motorized vehicles (other than campus vehicles) while under BSU supervision. Participants who must drive themselves to the program will turn in their car keys when they check in to the camp. Their car keys will be checked back out to them when they leave the campus at the end of the camp.

Dress Code: Participants are expected to dress appropriately while participating in Summer Programs. Inappropriate clothing includes clothing that is too loose, too tight, too short, or advertises alcohol/drugs. Shoes are also required in all buildings and when requested by a camp staff member. Participants will be asked to change clothing deemed inappropriate by camp staff.

Harassment: Any harassment of camp participants or staff will result in the implementation of the Progressive Disciplinary Protocol.

Unallowable Behavior: Behaviors that have the potential to result in harm to yourself or others, or those that may be considered inappropriate are not allowed. These behaviors include, but are not limited to piggy back riding, fake fighting, food fights, and riding with more than one person per bike (the use of bike pegs are not allowed).

Summer Camp participation is a privilege, not a right or an entitlement. Reports of any violation of this conduct code will be documented and brought to the attention of the Summer Camp Counselors. The Camp Counselors will either attempt to resolve the situation or refer it to the Summer Program Director. The Summer Program Director will make final decisions involving temporary suspension or termination outcomes.

This list of infractions is not all-inclusive. Bemidji State University staff reserves the right to ask any participant to leave the summer program at any time. Involuntary dismissal will be at the expense of the Parent/guardian family (arrangements must be made within 24-hours for departure).

If it is found necessary, Camp Staff does reserve the right to inspect a participant's dorm room or their personal belongings.

The manual is set up to give an overview of the program as well as act as a guideline for participants. Changes may be made throughout the summer to ensure a successful program.

This instrument is prepared in English language has a binding effect. In the event that a translation of this Document is prepared and signed by the parties or Participants, parents or legal guardians of Participants, this English language version shall be the official version and shall govern if there is a conflict between this English language version and the translation. All disputes (litigation and mediation) under this Document shall be resolved and conducted, regardless of the means of authority, in the English language.

Summer Camp: Respect, Unity and Responsibility

Summer Camp participants enjoy a level of respect and prestige based on a tradition of academic excellence and opportunity to access higher education. Camp participants are known as winners, achievers, and contributors to society. This should be your performance standard. We look forward to working with you and providing support as you move towards achieving your goals and dreams.