YOUTH EVENT AT BEREA COLLEGE

PARTICIPATION AGREEMENT AND LIABILITY RELEASE

THIS AGREEMENT is entered into on the date indicated below, by the undersigned student (the "Participant") and the student's parent or legal guardian (the "Parent") for the benefit of BEREA COLLEGE, a Kentucky non-profit corporation ("College") and others identified below.

WHEREAS, the Participant desires to attend the HOBY Kentucky Leadership Seminar (the "Event") conducted by the sponsor named below ("Sponsor") at Berea College 6/3/26 – 6/7/26 and participate in all of the Event's activities and programs arranged by Sponsor.

WHEREAS, the Participant has not yet attained the age of majority (18 years) and is a minor for legal purposes.

WHEREAS, Sponsor and College desire to secure permission from Parent so that Participant can attend the Event, participate in Event activities and to make the other agreements set forth herein.

NOW, THEREFORE, in consideration of Participant's attendance at the Event on the Berea College campus, and other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledge, Parent and Participant agree as follows:

1. Participant signs this Agreement to evidence Participant's knowledge and understanding of the Event's rules and regulations as well as Participant's obligation to abide by provisions of these rules and regulations as well as the policies of Berea College and applicable law concerning personal responsibility and behavior all times during the Event, including transportation to and from the College campus. Parent and Participant have read all of Sponsor's materials and are familiar with College's policies (available online at www.berea.edu), including, but not limited to those prohibiting discrimination, harassment or other misconduct. If Participant does not conduct comply with these rules and regulations as well as the standards of the Sponsor, then the Participant may be dismissed from the Event.

2. Parent represents that he or she is at least 18 years of age, is the parent or legal guardian of the Participant and has the legal right to sign this agreement and liability release.

3. Parent **GRANTS PERMISSION** for Participant to attend and engage in the Event and to be present on the campus of Berea College under Sponsor's supervision.

4. Parent represents that, except as otherwise disclosed in writing to Sponsor and the College, Participant has no physical or other disability that would preclude Participant's involvement in and enjoyment of all Event components, including, but not limited to, physical activities such as running, walking, swimming, hiking and other physical exertion. Participant is not under supervised medical care nor is Participant taking any medications that have not been disclosed in writing to Sponsor.

5. It is agreed that the College, its faculty and staff shall have no duty to supervise the Participant before, during or after the Event. The College is not responsible for the design or content of the Event. Any such obligations are the sole responsibility of the Sponsor.

6. It is agreed that Participant is responsible for Participant's own personal conduct and actions during the Event including travel from and to the College campus and during Event activities, as well as any injuries or losses resulting from Participant's own conduct.

7. Participant and Parent hereby **RELEASE, INDEMNIFY, HOLD HARMLESS**, and covenant not to sue the College, its officers, trustees, faculty, staff or agents from or with regard to any claim for losses, diseases, illnesses, injuries, death of or damages to person or property sustained by Participant in connection with the Event, including but not limited to, provision of emergency health care or travel from and to the College campus and during Event activities, except claims arising directly from the gross negligence of the College, its faculty or staff. Participant and Parent shall indemnify and hold harmless the College, its trustees, faculty and staff from any loss, damage, claim or expense to Participant, Parent or anyone else arising directly or indirectly from any acts or omissions of Participant related to the Event and associated travel. The foregoing provisions shall be construed to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and shall be governed by and construed under the laws of said Commonwealth. The maintenance by the College of any insurance relating to the claims waived, released and/or indemnified hereby shall not affect the terms or interpretation of this paragraph.

IN WITNESS WHEREOF, the Parent and Participant named below, intending to be bound by the terms of this Agreement, have executed this Agreement and Liability Release.

PARTICIPANT

_____
Signature

_____
Printed Name

_____
School and Last Grade Completed

PARENT

_____
Signature

_____
Printed Name

SPONSOR
HOBY Kentucky