



Student Name: _____

Squared Fellows Medical Consent, Participation Agreement & Release Form

Section I. Important Information for Medical Emergencies

Insurance Carrier _____ Policy # _____

Name of Emergency Contact: _____ Phone # _____

STUDENT Social Security # _____ PARENT/GUARDIAN EMAIL: _____

Are there any medical conditions or physical limitations that we should know about your child? Yes/ No

If yes, please explain: _____

List all medical conditions: physical, emotional, behavioral disorders, and learning disabilities:

Please List ALL Allergies: Drug _____ Insect/Plant _____

Food _____ Diet Restrictions _____

List Medications _____

By signing this form, I give my informed consent to the First Aid personnel who are certified in a minimum of CPR and First Aid by a nationally recognized provider to provide basic First Aid and comfort measures which includes the use of over-the-counter medications. I authorize San Diego Squared to arrange for or provide any necessary related transportation to the nearest medical facility for urgent or emergency medical treatment if indicated, and I do assume all responsibility for payment for such treatment. I hereby give permission to the physician selected by San Diego Squared to secure and administer any and all medical treatment deemed necessary for my child, including hospitalization and assume responsibility for all payment.

Section II. Participation Agreement and Release

This Participation Agreement and Release (the "Release") between San Diego Squared, a California non-profit corporation, ("San Diego Squared") and the undersigned participant ("Participant"), where such Participant is aged 18 years or older, or the undersigned legal guardian of the Participant, on behalf of Participant where such Participant is aged less than 18 years, as the case may be, is made and entered into as of (**Today's date**) _____, 20___. In consideration of the opportunity afforded Participant to participate in a San Diego Squared activity and/or program, and for good and valuable consideration, the receipt and sufficiency of which the undersigned hereby acknowledges, the undersigned grants to San Diego Squared and its respective agents, licensees, successors and assigns the rights set forth herein.

Student's FERPA Release: Student consents and authorizes disclosures of all personally identifiable information contained in the student's education record to San Diego Squared for legitimate educational interests, to perform a task such as a consultant, attorney or auditor.

License: The undersigned grants to San Diego Squared and its respective agents, licensees, successors and assigns the irrevocable and perpetual right to use (i) Participant's name, photograph, likeness, voice, biographical and personal background information, statements, and participation in the San Diego Squared activities or related programs; (ii) any videos, college essays, speeches or other works created by Participant incident to the San Diego Squared activities or related programs; (iii) any notes, photograph, film, or video or audio tape that may be taken of the undersigned or of any of the above materials, including the audio, video and any other multimedia form of the undersigned's participation in the San Diego Squared activities and related programs; and (iv) any ancillary or derivative materials based on any of the foregoing (collectively (i)-(iv) are the "Participation Materials"), in connection with the marketing, advertising, publicizing, and exhibiting of San Diego Squared and its programs and activities, including, but not limited to, Squared Fellows, Squared Interns, Squared Scholars, Squared Alumni, San Diego Squared comprehensive tutoring and mentoring program or for

any other San Diego Squared program or business, in whole or in part, in any manner whatsoever, by any and all means, media, devices, processes and technology now or hereafter known or devised, including, but not limited to, yearbooks, publications, and website materials as may be published by San Diego Squared. Participant understands and agrees that all Participation Materials, including without limitation, all negatives, positives, prints, film, tapes, DVDs, CDs, streaming files, and any other media now known or hereafter devised in which the Participation Materials are stored, replayed, replicated or utilized are and shall remain the sole property of San Diego Squared. San Diego Squared shall have the right to reproduce, distribute and prepare derivatives of the above that may include any part or all of the above.

School Visit: Incidental to the above license, the undersigned hereby perpetually and irrevocably authorizes San Diego Squared and its respective employees or agents to visit the undersigned's school site, observe classes, and obtain the undersigned's school grades, school transcripts and school records.

No Warranties: THE UNDERSIGNED UNDERSTANDS AND AGREES THAT SAN DIEGO SQUARED MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ALL ACTIVITIES AND PROGRAMS CONDUCTED BY SAN DIEGO SQUARED AND REGARDING ANY FACILITIES, AREAS OR OTHER LOCATIONS WHERE SUCH ACTIVITIES AND PROGRAMS ARE CONDUCTED. SPECIFICALLY, SAN DIEGO SQUARED SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY AND ALL TIMES AND CIRCUMSTANCES WHEN PARTICIPANTS VIOLATE COMPANY POLICIES ESPECIALLY ANY AND ALL POLICIES REGARDING SAFETY.

Release of Claims: The undersigned hereby forever releases San Diego Squared and its officers, directors, volunteers, agents and sponsors from any and all causes of action, suits, claims, demands, or any other damages associated with (i) the use by San Diego Squared of the Participation Materials as permitted herein; (ii) Participant's participation in the San Diego Squared activities, including, but not limited to, any property damage and bodily harm, injury or death suffered by Participant therein or related thereto; (iii) any transportation, programs, activities or other services provided by third parties incident to Participant's participation in the San Diego Squared activities; (iv) San Diego Squared' use of Participant's likeness and biographical information as permitted herein and any associated identifying characteristics, including without limitation claims arising from rights of publicity, rights of privacy, trademark, copyright, obscenity or defamation; (v) or by virtue of any blurring, distortion, alteration, or use in composite form of the Participation Materials, whether intentional or otherwise, that may occur or be produced in such use or in any subsequent processing thereof. The undersigned hereby irrevocably waives all rights and benefits now or in the future under and by virtue of the terms of Section 1542 of the California Civil Code which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Limitations of Liability: In no event will San Diego Squared and its officers, directors, volunteers, agents, and sponsors be liable to Participant for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits), regardless of whether San Diego Squared has advance notice of the possibility of such damages, arising out of San Diego Squared' use of the Participation Materials or Participant's likeness and biographical information. In no event will San Diego Squared' cumulative liability for any damages arising out of or in connection with the Participant's participation in any San Diego Squared activity, program or any other matter related to this Release (whether arising out of contract, tort, or other legal theory) exceed \$250.

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to the conflict of laws provisions thereof.

Participant Name: _____	Age: _____	Gender: _____
Signature: _____		
Guardian to sign if Participant is less than age 18. Minor agrees to be bound by signature after turning age 18.		
Guardian Name: _____	Date: _____	
Guardian Signature: _____		