

# ClarkMUN XIV

Saturday, March 23, 2024

## Liability Form

By signing this liability form, each participant agrees to abide by the conference rules and the ClarkMUN Terms and Conditions. No delegate or advisor will be allowed to participate in or attend ClarkMUN without a completed liability form on file. In the case of delegates, a parent/guardian must also sign this form for it to be considered complete.

Advisors, please send completed forms for yourselves and your delegates via email to [munatclark@gmail.com](mailto:munatclark@gmail.com) in one file. We require a handwritten signature, so you must scan a physical copy. All files should be titled `SchoolName_LiabilityForms`.

If you are unable to send the forms via email, you may bring them on the day of the conference.

Before you sign this Agreement, please read it carefully because it affects your legal rights.

### Assumption of Risk, Release from Liability, and Indemnification

I, \_\_\_\_\_ (Name), the undersigned participant from \_\_\_\_\_ (School), will participate in the Clark Model United Nations XIV program on Saturday, March 23, 2024. The Program is organized and run by Clark University Model United Nations (“Clark MUN”), a chartered student organization of Clark University. This document (the “Agreement”) covers all aspects of my participation in the Program. In this Agreement, “Clark” means Clark University, its trustees, directors, officers, employees, staff, students, volunteers, and agents.

1. *Assumption of Risk.* I voluntarily take responsibility for all risks of participating in the Program.
2. *Release.* In exchange for Clark allowing me to participate in the Program, I release Clark from all legal and financial responsibility for any harm that I or my property might suffer as a result of my participation, even if the harm is caused by Clark’s negligence.
3. *Indemnification.* I agree to indemnify Clark against and hold Clark harmless from, to the fullest extent permitted by law, any and all claims, liabilities, losses, costs, obligations, penalties, legal fees, or judgments (the “Costs”) which may arise out of my traveling to, participating in, or returning from the Program or that Clark has to pay related to my participation in the Program, even if the Costs resulted from Clark’s negligence.
4. *Governing Law and Jurisdiction.* The laws of Massachusetts will govern and the courts of Massachusetts will interpret this Agreement.
5. *Binding Agreement.* This Agreement will legally bind me, and my family members, estate, heirs, administrators, or personal representatives.
6. *Severability.* If a court decides that any part of this Agreement cannot be enforced, I agree to the change of that part to make it enforceable. If the unenforceable part cannot legally be changed, it will be severed, but the rest of the Agreement will remain in effect.
7. *Signature.* I agree that I have read and understood this Agreement and the ClarkMUN Terms and Conditions, that I am competent to sign the Agreement, and that I do so voluntarily and without relying on anything Clark wrote or told me except what is written

above. I understand that I am free not to sign this Agreement and to find a different program.

Printed name of participant: \_\_\_\_\_

Signature of participant: \_\_\_\_\_

School of participant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name of parent/guardian

(if participant is under age 18): \_\_\_\_\_

Signature of parent/guardian

(if participant is under age 18): \_\_\_\_\_

Date: \_\_\_\_\_

### **Permission to Use Images and Recordings**

During the course of Clark Model United Nations XIV (the “Program”) on Saturday, March 23, 2024, we may use photographs, videos, films, audio, or other media to record or otherwise capture your image or voice or material resulting from your activities or performances (collectively, “Images and Recordings”). As described below, this form allows Clark University and its contractors, agents, and licensees (“Clark”) to reproduce and use those Images and Recordings in any manner of their choosing.

In exchange for Clark allowing you to participate in the Program, you agree to the following:

1. You grant to Clark the permanent right to use the Images and Recordings in all types of media in connection with the Program and for other purposes that support Clark’s not-for-profit mission. This permission includes the use of the Images and Recordings in any new types of media that might be developed in the future.
2. Neither you nor anyone else acting on behalf of you will have any right to approve or be paid for Clark’s use of the Images and Recordings.
3. Neither you nor anyone else acting on behalf of you will have any right to make a legal claim as a result of Clark’s use of the Images and Recordings, and any such claim is covered by the “Assumption of Risk, Release from Liability, and Indemnification” that you have signed.

Printed name of participant: \_\_\_\_\_

Signature of participant: \_\_\_\_\_

School of participant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed name of parent/guardian

(if participant is under age 18): \_\_\_\_\_

Signature of parent/guardian

(if participant is under age 18): \_\_\_\_\_

Date: \_\_\_\_\_

**Emergency Contact Information (if participant is under age 18)**

In the event of an emergency, I \_\_\_\_\_ (printed name of parent/guardian), the parent/legal guardian of \_\_\_\_\_ (printed name of delegate) can be reached at \_\_\_\_\_ (phone number).