



PODCASTING, PHOTOGRAPHIC, AND OTHER MEDIA CONSENT AND RELEASE FORM

I authorize and grant to the University of the Incarnate Word (UIW), St. Anthony Catholic High School, and Incarnate Word High School, all of which are referred to collectively in this agreement as UIW, and those acting pursuant to its authority, a non-exclusive, perpetual, worldwide license to:

1. Record my participation, likeness and/or voice on a video, audio, photographic, digital, electronic, hosted media, web-based service or any other medium, including podcasting;
2. Use my recorded likeness and/or voice on a video, audio, photographic, digital, electronic, hosted media, web-based service or any other medium, including podcasting;
3. Use my name and identity in connection with these recordings;
4. Use, reproduce, exhibit, or distribute in any medium (e.g. print publications, video tapes, CD-ROM, Internet, podcast) my recorded likeness and/or voice on a video, audio, photographic, digital, electronic, or any other medium without restrictions or limitations for any educational or promotional purpose which UIW and those acting pursuant to its authority, deem appropriate, including promotional efforts.
5. Distribute the medium over the internet using formats that allow downloading and playback on mobile devices and personal computers, for the purpose of making the work available in any format through iTunes or other web-based service.
6. Make and maintain more than one copy (hard-copy and/or digital copy) of the work for purposes of security, back-up and preservation.

I release UIW and those acting pursuant to its authority, from liability for violation of any personal, intellectual (including copyright) or proprietary rights I may have in connection with uses of the recordings authorized above. To the extent required, I hereby grant and assign all copyright in the podcast, video, audio, photographic, digital, electronic, or any other medium utilized to UIW. I waive any right to inspect or approve the final use(s) of the video, audio, photographic, digital, electronic, podcast or any other medium. As to the video, audio, photographic, digital, electronic, podcast itself, or any other medium, I understand and agree that UIW shall have exclusive ownership of the copyright and other proprietary and property rights in the work.

I waive any rights, claims, or interests I may have to control the use of my likeness, voice, name, recordings, and/or identity in the recordings and podcasts authorized above. I agree that any uses described above may be made without compensation or additional consideration to me. I agree that UIW shall have the right to remove the work from the hosted media or web-based service at anytime without prior notice for any reason deemed to be in UIW's best interest.

I waive and release UIW and its officers, agents and employees from any claim or liability relating to the use of my name, likeness, identity, voice, photographic image, video graphic image and oral or recorded statements in the work, including all claims of compensation, damage for libel, slander, invasion of the right of privacy or any other claims based on, arising out of, or connected with the use of said recordings and podcasts. I agree to indemnify UIW and its officers, employees, agents, successors, heirs, and assigns, for any and all claims, liabilities, damages, and expenses, including reasonable attorneys' fees actually incurred, due to any claimed infringement of copyrights, trade names, trademarks, service marks, right of publicity or privacy, or other proprietary, personal or property right arising from publication of the work through the hosted media or as a result of my breach of any covenant or warranty herein contained.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

By my signature, I represent that I have read and fully understand the terms of this release. **(A parent or guardian of youth under 18 must also sign.)**

Name (print): _____ Date of Birth: : ___/___/___

E-mail Address: _____

Home Phone: _____ Cell Phone: _____

Signature: _____ Date: : ___/___/___

I HAVE CAREFULLY READ THIS CONSENT AND RELEASE FORM AND AGREE TO ITS TERMS ON MY BEHALF AND ON BEHALF OF THE MINOR CHILD IDENTIFIED ABOVE.

Signature of Parent/Guardian (of youth under 18): _____ Date: : ___/___/___

Project: _____ Date of Project: ___/___/___



UNIVERSITY OF THE INCARNATE WORD
FIELD TRIP RELEASE, WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT-
Voluntary Attendance

Please print and complete in full.

1. STUDENT PARTICIPANT
 Name _____
 Address (Street, City, State, Zip) _____

 Date of Birth _____ PIDM: _____
2. FIELD TRIP/ACTIVITY _____ Cardinal Camp 2016 – John Newcombe Ranch
3. DATE(S) _____ August 13-14, 2016
4. SPONSOR _____ Campus Engagement
5. **EMERGENCY INFORMATION**
 Person(s) to contact in case of emergency: _____
 Home and work phone: _____ Cell phone _____
 Health Insurance Company and Policy Number: _____

Authority: I am a student at the University of the Incarnate Word (UIW) that will be participating in an activity or field trip offered by UIW. I understand that transportation may be provided by UIW and agree to be transported by UIW or by transportation arranged by UIW. I understand that my attendance is voluntary. I represent and acknowledge by my signature below that I am at least eighteen years of age and am fully competent to sign this Agreement. I acknowledge that I am signing this Release, Waiver of Liability and Hold Harmless Agreement on my behalf and I agree to be bound by the terms of this Release, Waiver of Liability and Hold Harmless Agreement.

Assumption of Risk: I acknowledge that the mode of transportation and nature of the field trip/activity may expose me to hazards or risks that may result in my illness, personal injury or death and I understand and I accept all risk to my health that may result. I recognize and acknowledge that certain risks of harm are or may be inherent in the various activities contemplated herein and that the UIW cannot control all of these risks. I acknowledge there may be physically strenuous activities and certify by my signature that I am physically fit and able to participate. I agree that while participating in the field trip or activity, I will abide by the guidelines set forth in the UIW Student Code of Conduct and agree to adhere to all applicable rules, regulations, and laws while participating in the field trip or activity. I understand that UIW is not responsible for any medical expenses associated with any property or personal injury I may sustain.

Release: In consideration of UIW transporting me and permitting me to participate in the field trip/activity identified above, I release UIW, and its Board of Trustees, officers, employees, and representatives from any and all liability to me, my personal representatives, estate, heirs, and assigns for any and all claims, demands and causes of action for any and all loss of personal property, illness or injury to me, including my death, arising out of, resulting from, caused by, occurring during or in any way connected with the field trip/activity, including injuries caused by negligence of UIW and/or its Board of Trustees, officers, employees, and representatives, or any other participant in the field trip/activity that may be sustained by me while participating in such field trip/activity, or while on premises owned or leased by UIW.

Personal Insurance: I understand that UIW does not provide medical insurance for me. I am urged by UIW to maintain adequate personal health and accident insurance to cover any personal injury to myself which may be sustained while participating in this field trip or activity.

No alcohol consumption: I pledge that I will not possess, use, consume, or distribute any alcoholic beverages or illicit drugs at any time while participating in the field trip or activity.

Indemnity, Hold Harmless, and Waiver: I agree to indemnify and hold harmless, waive and covenant not to sue UIW, its Board of Trustees, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described field trip/activity. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THAT IT IS A RELEASE, WAIVER AND HOLD HARMLESS OF LIABILITY OF ALL CLAIMS AND CAUSES OF ACTION FOR ANY INJURY OR DEATH TO MYSELF THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED FIELD TRIP OR ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

THIS DOCUMENT WILL BE CONSIDERED EFFECTIVE ON THE DATE SIGNED.

Student Participant Signature: _____ Date Signed: _____

Participant Medical History Form - Newcombe Ranch

Name _____ Age _____ Date of Birth _____

Address _____

Male () Female () Height _____ Weight _____ Phone Number _____

In case of emergency, please notify _____ Phone _____

Name of Group _____

Do you have any medical or health conditions which you believe could affect your capacity to participate in this program? Yes _____ No _____ If "Yes", please explain below.

List any medications to which you are allergic _____

Please check Yes or No for the following as they apply to you:

	Yes	No	Description:
I Have:			
a physical disability	_____	_____	_____
had surgery in the last 6 months	_____	_____	_____
heart or circulatory problem	_____	_____	_____
problem with seizures	_____	_____	_____
sight, hearing or speech impairment	_____	_____	_____
asthma or respiratory problem	_____	_____	_____
arthritis or problems with joints	_____	_____	_____
allergies, diabetes or hypoglycemia	_____	_____	_____
headaches, dizziness, heatstroke	_____	_____	_____
reactions to bee stings or insects	_____	_____	_____
high blood pressure	_____	_____	_____
Other:			
are you pregnant?	_____	_____	_____

I understand that all participation in this program is by choice and that I may exercise the option to not participate in any aspect of this program (physical, cognitive, or emotional) if in my judgement I determine that I may be at risk or unable to participate for any reason. **In the event of an accident or emergency that renders me unable to communicate (or as the parent of a minor who cannot be contacted), I grant my permission for any medical care, operations, and charges which might become necessary.**

Participant's Signature _____ **Age** _____ **Date** _____

Signature of Parent or Guardian _____ **Date** _____

(If under 18 years old, Parent or Guardian must also sign)

Insurance: _____ Subscriber # _____ Group # _____

(If there is no insurance coverage, this section may be left blank)

(OVER)

