

RELEASE INDEMNIFICATION AGREEMENT, ACKNOWLEDGMENT & CODE OF CONDUCT

FOR CAPITAL ONE AND INSTITUTE FOR INNOVATION

AND ENTREPRENEURSHIP INNOVATE(HER) PROGRAM

**PARTICIPANT NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ON-LINE CAMP OR CLINIC DESCRIPTION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE(s**):

I am the Parent/Guardian of Participant who is under 18 years of age and am fully competent to sign this Agreement. I give permission for Participant to participate in the Capital One and Institute for Innovation and Entrepreneurship’s on-line Innovate(her) program.

The on-line programs and activities include, but are not limited to:

* a one-day virtual conference for middle school girls;
* a workbook of modules on technology, design thinking, building confidence, and personal finances created by UT Dallas and Capital One; and
* a network of women entrepreneurs, Capital One corporate professionals, and UTD students mentoring and guiding the students through a full-day of virtual interactive, hands-on activities

I acknowledge that the nature of the programs and activities may expose Participant to hazards or risks that may result in a) Participant’s illness, personal injury, or death; b) loss of or damage to Participant’s personal property; and c) loss of or damage to Parent/Guardian/Chaperone/Care-Giver’s personal property. I understand and appreciate the nature of such hazards and risks.

In consideration of Participant being permitted to participate in the program and activities during the designated time period, I hereby accept all risk to Participant’s health and potential for his/her injury or death that may result from such participation. Further, I accept all risk to my or Participant’s personal property for any loss or damage that could occur as a result of Participant engaging in the on-line program or activity.

ON-LINE programs and activities may include, but are not limited to the following activities:

Virtual group conversations between Participant(s) and Instructor;

 On-line chats with all Participant(s) and Instructor;

Interactive learning sessions in an online platform; and

Individual presentations by Participant(s).

I am fully aware of the CYBER risks and potential hazards connected with participating in the ON-LINE program, including but not limited to: data mining, phishing, viruses, malware, data breach of online information cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, digital footprint, reputation loss, compliance violations, brand hijacking, image replication, and I hereby elect to allow Participant to participate in the program or activity.

I hereby release Capital One and The University of Texas at Dallas, its governing board (The University of Texas System Board of Regents) their officers, employees and representatives, in their individual and official capacities, from any liability to Participant, Participant’s personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Participant’s property and for any and all illness or injury to Participant’s person, including his/her death, that may result from or occur during Participant’s participation in the program’s activity, WHETHER CAUSED BY NEGLIGENCE OF THE COMPANY, INSTITUTION, ITS GOVERNING BOARD, OFFICERS, EMPLOYEES, OR REPRESENTATIVES, OR OTHERWISE.

I further agree to indemnify and hold harmless Capital One and The University of Texas at Dallas and its governing board (The University of Texas System Board of Regents), their officers, employees, and representatives, in their individual and official capacities, from liability for the injury or death of any person(s) and damage to property that may result from Participant’s negligent or intentional act or omission while participating in the described program activity or trip.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR PARTICIPANT’S INJURY OR DEATH OR LOSS OR DAMAGE TO PARTICIPANT’S PROPERTY LOSS OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ON-LINE PROGRAM 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 PARTICIPANT’S NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Signature of Parent/Guardian: Date:

Address (if different than Participant):

**ACKNOWLEDGMENT**

\_\_\_\_\_\_\_\_ I acknowledge that while the State of Texas does not designate an age when children can be left alone and unsupervised, I acknowledge that if Participant is not adequately supervised while engaging in the on-line program or activity, then Participant’s Parent/Guardian/Chaperone/Care-Giver’s lack of supervision could be considered negligent supervision as described here: <https://www.dfps.state.tx.us/Child_Protection/Child_Safety/child_supervision.asp#howold>

\_\_\_\_\_\_\_\_\_ I acknowledge that the Participant will not physically be at Capital One or UTD, but participate in the program or activity remotely. The Parent/Guardian/Chaperone/Care-Giver is responsible for treatment of any and all medical or health-related issues that could occur to the Participant while engaging in the on-line program or activity.

\_\_\_\_\_\_\_\_\_ I acknowledge that any and all communications either verbal, written or by chat contained within program software, are subject to the Texas Public Information Act and that all such information could be produced in response to a request for Public Information. UT Dallas will treat this information as confidential to the fullest extent allowed by state and federal law.

**PARTICIPANT CODE OF CONDUCT AGREEMENT**

1. I will not, under any circumstances be disrespectful to guest speakers, counselors or anyone associated with the UT Dallas-sponsored program and The University of Texas at Dallas.
2. I understand that if I am expelled from the program, my parent(s)/guardian(s) will be notified and will not receive a refund for the program.
3. I understand I am expected to dress appropriately while on camera. My shirts and tops must cover midriff and my shorts must be an appropriate length (follow public school dress code guidelines). Pajamas or swimwear are not permitted at any time.
4. I understand an online program should be treated the same as an in-person program. I will be respectful of the instructor and other participants in the program. I will login on time, participate in assignments and will not be disruptive to the program. I will be aware of strong language, all caps, and exclamation points when communicating with the instructor and other participants.
5. I understand the online programming environment does not excuse me from adhering to the rules and regulations. I understand I am expected to refrain from excessive electronic usage of my personal devices (i.e. cell phones, tablets, etc.).
6. There is a zero-tolerance for bullying. I understand that engaging in cyberbullying will result in being immediately expelled from the program. I understand I am not allowed to communicate virtually one-on-one with other participants during the program.
7. I understand that there is a zero-tolerance for alcoholic beverages, illegal drugs, vaping and tobacco products. Any violations of this rule will result in immediate expulsion from the program.
8. I understand if any of the above regulations in the Participant Agreement are not followed, my parent(s)/guardian(s) will be notified and I will be subject to **immediate** dismissal from the program.
9. Parent(s): I understand that though my child will have online supervision while participating in programming, it is his/her responsibility to conduct him/herself as a **young adult** and abide by all program rules and regulations at all times. Participants under 12 years of age must have appropriate in-home supervision while participating in the program.
10. Parent(s): I understand it is my responsibility to notify the camp director if my child will not participant in daily activities due to illness or other planned activities. No partial refunds will be given for time missed.

Participant Signature Parent/Guardian/Chaperone/Care-Giver Signature