

EARLY COLLEGE PROGRAM

Assumption of Risk, Release and Liability Waiver Form for Enrollment of Minor Students

I, _____ (Minor Student) and I, _____ (Parent or Legal Guardian) want the Minor Student to take classes at Idaho State University (ISU). The Parent or Legal Guardian represents that the Minor Student is not yet 18 years of age; that he or she is the Parent or Legal Guardian of the Minor Student; and that he or she is legally competent to sign this form on behalf of the Minor Student. The Parent or Legal Guardian and Minor Student (collectively "We") agree to the following representations, understandings and agreements:

1. We understand that the law and culture of higher education generally presume that university students are mature adults capable of independently evaluating their environment and independently attending to their needs. We understand that the Minor Student will voluntarily enter into an adult environment; that ISU will treat the Minor Student as an adult within that environment; and that the Minor Student accepts fully the rights and responsibilities of an adult within that environment. We understand that expectations that We may have for support and service(s) from the Minor Student's experience in secondary education will often not be appropriate or available in the university setting. In particular, We understand that the Minor Student will be taking college level courses and that the academic environment will encourage free discussion and open inquiry of sometimes controversial subjects.
2. We represent that the Minor Student has the emotional and intellectual maturity necessary to participate beneficially in the university environment. We have access to, and agree to follow, all ISU policies and procedures and, if the Minor Student indicates that he or she cannot adapt to that environment, We agree to withdraw, and/or permit ISU to remove, the Minor Student from ISU.
3. On behalf of ourselves, our family, heirs and personal representative(s), We understand and agree that ISU will treat the Minor Student as an adult; that We have had a reasonable opportunity to consider the risks of a Minor Student participating in the adult and independent learning environment of ISU; and that We assume all such risks regarding the Minor Student's participation at ISU.
4. To the fullest extent permitted by law, and in consideration for the Minor Student being allowed to enroll as a non-degree seeking student, We, on behalf of ourselves, our heirs, representatives, executors, administrators, and assigns (the Releasing Parties) hereby agree to hold harmless, release, and covenant not to sue the State of Idaho, its State Board of Education, and/or Idaho State University, and their respective officers, employees, volunteers, and agents (Released Parties) for any and all liability for harm, injury, loss, or damage of any kind that We may have or that may hereafter accrue to us, directly or indirectly, related to the Minor Student's enrollment at ISU. We further agree to defend and indemnify the Released Parties and each of them from any claims, demands, actions, damages, costs, fees, or expenses arising out of losses suffered by us or caused by us that are brought now or in the future by the Releasing Parties or any of them, or by a third party.

We have read the above form, We understand its terms and conditions, and We intend to be bound by it from the date of signature below until the Minor Student reaches his or her eighteenth birthday and is no longer a minor.

As the Parent or Legal Guardian of the Minor Student, I represent and warrant that I have the legal right to execute this document on behalf of the Minor Student, and that this document, once executed by me, is fully enforceable in accordance with its terms. I agree to indemnify the Released Parties in the event this representation is not accurate.

Signature of Minor Student

Date

Date of Birth

Signature of Parent or Legal Guardian

Date

NOTARY REQUIRED:

State of _____

County of _____

On this _____ day of _____, in the year 20____, before me personally appeared _____, known or identified to me and whose name is subscribed to the within instrument, and acknowledge to me that he/she executed the same.

Notary Public

Residing in: _____

My commission expires: _____

(Seal)