



Participation Agreement for Film Studies Activities

PLEASE READ CAREFULLY BEFORE SIGNING

I, _____, do hereby agree and acknowledge I understand the inherent risks and/or hazards and risks associated with my participation in the film studies project. I fully understand there are risks, including but not limited to: possible injury or loss of life and/or property as a result of an accident, travel to and from filming locations, hazards latent, obvious, and/or unknown that may exist or arise at any filming location; accidents or illness while in remote locations without medical facilities, and risks associated with man-made objects including but not limited to: barbed wire, fences, vehicles, foot bridges, building remains, garbage, junk piles and/or debris; injuries inflicted by animals, insects, reptiles or plants; forces of nature including lightning, weather changes, hypothermia, sunburn, high winds and other risks, known or unknown. Excepting willful or gross negligence, I voluntarily agree to participate in the subject or filming activities and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis, death, damage, or destruction to myself or my property, whether or not caused, in whole or in part, by the acts or omissions of UNCW employees, officers, or agents.

I understand the tasks, duties and nature of filming activities expected of me, and affirm my belief that I am fully qualified and able to participate in and perform these activities. I further understand that I am expected to assess the people involved in the project, and that I am expected to inspect and assess any premises, facilities, equipment, and/or location to be used, or with whom or with which I may come in contact. If any of the foregoing is unsafe, I will immediately terminate my participation and refuse to engage in the activities. I also understand there will be no penalty or forfeiture for my decision to withdraw from a given activity or project for these reasons. I expressly agree:

- (1) I am neither an employee nor agent of the university, I am a student and I have personally selected the location(s) at which to film.
- (2) If student intern insurance is applicable to my activities, I understand and expressly agree that the insurance may not be the sole source of recovery for the claimant(s), as a result, I understand I may be held personally liable to the extent I am the proximate cause of damage or harm arising from my acts or omissions and activities.
- (3) To release and hold harmless UNCW, its officers, directors, employees, faculty, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claim or action that I, my estate, heirs, executors, or assigns may have for any personal injury, property damage or wrongful death arising from the film project activities, whether caused in whole or in part by acts or omissions of UNCW, expressly excepting willful or gross negligence.
- (4) To take full and complete responsibility for any and all personal injury or property damage that I may cause to another participant and/or party as a result of my activities, and to release UNCW, its officers, directors, employees, representatives, agents and volunteers, from liability and responsibility for such injuries or property damage.
- (5) Upon entering into this Agreement, I am not relying upon any oral or written representations or statements made by UNCW, other than what is set forth in this Agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, United States of America.
- (6) If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will have full force and effect.
- (7) I hereby certify that I am of competent age, and fully capable of understanding and signing this Agreement.

I also understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, have full capacity to enter into this Agreement, and do so voluntarily.

I HAVE READ THIS AGREEMENT; I UNDERSTAND IT AND I AGREE TO BE BOUND BY IT.

Participant's Signature

Date

Printed Name

If participant is a minor (under 18 years of age), a parent or guardian must also sign this form.

Parent or Guardian's Signature

Date

Printed Name

UNCW Participant Information Form

Name of Participant: _____ Birth Date: _____

Home Address: _____

City and State: _____

Zip Code: _____ Phone #: _____

In an Emergency, Notify: _____ Relationship: _____

Home Phone #: _____ Work Phone #: _____

Address: _____

City and State: _____ Zip Code: _____