

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

Academic Teaching Initiative, a MIT Student Group
84 Massachusetts Avenue
Cambridge, MA 02139

MIT Student Group Academic Teaching Initiative Liability Release, Waiver, Discharge and Covenant Not to Sue

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, Release), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, Releasor, I or me, which terms shall also include Releasors parents or guardian, if Releasor is under 18 years of age) to the Massachusetts Institute of Technology (MIT).

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the program, trip or other activity described on Exhibit A[1] which is attached to and incorporated in this Release (the Activity). As the undersigned Releasor, I understand that MIT does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by MIT, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this activity, and I release MIT and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors (collectively Releasees), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively Liabilities), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require.

From time to time, ATI works with partners to provide resources such as additional content or automated grading. I agree that ATI may share student performance information with partners in order to improve the quality of our service. In all cases, students' results will not be shared publically be either ATI or any partners.

I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

Photo Release

I grant the MIT Academic Teaching Initiative (ATI), located at 84 Massachusetts Avenue, Cambridge, Massachusetts, U.S.A., the perpetual, non-exclusive, royalty-free right and license to:

1 - Record my participation and appearance on digital or film photography, video tape, audio tape, or any other medium (collectively, the "Recordings") during SAT Prep Fall 2018. 2 - Use my name (or any fictional name), likeness, voice and biographical material in connection with these Recordings to be used only in or for ATI written, electronic, and web publications (Purpose). 3 - Reproduce, distribute, publicly display and/or publicly perform, in print, electronic or any other medium, copies of the Recordings, in whole or in part. Grantor represents that he or she possesses all rights necessary to grant this permission for and in connection with the Purpose.

This grant of rights is made voluntarily by me. I further agree to release and forever discharge ATI, its agents, employees, and designated representatives, from any and all claims in law or equity that I, my heirs or personal representatives, have or shall have, arising out of Recordings. This release is governed in accordance with the laws of the Commonwealth of Massachusetts.

THIS IS A RELEASE OF YOUR RIGHTS. READ THIS FORM CAREFULLY AND UNDERSTAND BEFORE SIGNING.

(Releasor's Signature) (Date)

(Print Name)

(Guardian's Signature, if Signatory is minor) (Date)

(Guardian Phone Number)

(Guardian Print Name)

(Guardian Mailing Address)

(Guardian Email Address)

(Address continued)

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EXHIBIT A

Fall SAT Preparation 2018 is a project of the MIT Academic Teaching Initiative, an MIT student group. SAT Preparation offers classes and practice tests that help students to get ready for the SAT Subject Exams. SAT prep occurs at MIT on Sundays, from September 30th to November 4th. There will be 6 sessions of classes on the subject your child is taking, that run from 12:00 p.m. to 1:30 p.m. and 1:45 pm to 3:15 pm and a final diagnostic test, which also runs from 12:00 p.m. to 2:05 p.m on November 11th. Students' participation may be recorded on digital or film photography, videotape, audiotape, or any other medium. Students may only attend classes for which they are registered to attend. Parents may attend classes only under special circumstances at the discretion of the teacher.

ATI MEDICAL & EMERGENCY CONTACT/PARENTAL CONSENT FORM

Student Name: _____
Last First Middle

Student's Date of birth: _____

*Student's physician: _____
Name Telephone

*Health Insurance: _____
Name Policy Number

History of significant health problems: _____

PLEASE BE AWARE THAT THIS FORM IS ONLY USED IN CASE OF EMERGENCY. IF THE STUDENT HAS A CONDITION THAT TEACHERS OR PROGRAM DIRECTORS SHOULD BE AWARE OF, PLEASE E-MAIL THE PROGRAM DIRECTORS AT ati-officers@mit.edu

Allergies to medications or foods: _____

List any medications student will/may be taking during the program:

In case of an injury, I grant permission for _____ to receive medical attention deemed necessary, by qualified medical personnel, during the entire time that he or she (listed within) is participating in the Academic Teaching Initiative SAT Prep Program.

We will take reasonable steps to notify you in the event of an accident or injury, which may require emergency care. If you cannot be contacted, permission is granted to MIT staff to seek medical attention. All financial responsibility for hospitalization and medical care provided, in the case of an emergency, is to be assumed by the parent or guardian.

Signature of Parent or Guardian
Day Phone: (____) _____
Cell Phone: (____) _____

Date
Evening Phone: (____) _____
Email: _____

Other Emergency Contact & Phone:

Name _____ Relation to Student _____
Day Phone: (____) _____ Evening Phone(____) _____

* Information not required, but strongly suggested