

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Assumption of Risk, Waiver of Liability, Photography/Video Release, and Indemnification Agreement

I hereby release, waive, and hold harmless The University of Southern Mississippi ("USM/The University"), their officers, agents, and employees from and against all claims, demands, and causes of action of any type whatsoever, including property damage, personal injury, or death, arising out of or in any way related to my or my Minor Child's involvement in the **2026 MS Department of Education (MDE) Junior Chef Competition** being hosted by the School of Kinesiology & Nutrition on the Hattiesburg Campus of The University of Southern Mississippi (USM), Tuesday, March 3, 2026 (The Event)

I am aware that there are risks and dangers associated with my or my Minor Child's voluntary participation in The Event and assume full responsibility for medical costs, any injuries, or damages I or my Minor Child sustain because of my or my Minor Child's participation, including, but not limited to, while traveling as part of The Event.

I hereby release, discharge, and agree to indemnify, defend, and hold harmless The University, its officers, agents, employees, trustees and/or successors in interest; the Board of Trustees of State Institutions of Higher Learning, its employees, officers, agents, successors and assigns ("Releasees") from all claims, demands, and causes of action that I or my Minor Child have arising out of or relating to any injury up to and inclusive of death, caused or alleged to be caused, in whole or in part, by the acts or omissions of the Releasees or otherwise incidental to my or my Minor Child's participation in the Event.

Event Participants: If I or the minor child of whom I am the Guardian is allowed or offered participation in the Event, The Participant/Guardian on behalf of the Participant agrees that the following are true:

- The Participant understands that The Participant will exercise reasonable care for their own safety and the safety of others participating in The Program.
- The waiver and release of liability contained herein apply to The Participant's presence and involvement as well as on any activities conducted while participating in the Event.
- I understand that the Event carries with it a potential risk of bodily injury and/or death as well as property and other damages, including, but not limited to, acts of fellow participants, injuries incidental to cooking, and other related activities.

I am at least eighteen (18) years of age and am fully competent to sign this Release on my behalf and on behalf of my Minor Child (if applicable). By signing this release, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby.

I certify that I have read the foregoing and that the information set forth above is true and correct. I understand that my insurance coverage shall bear primary responsibility for any losses or claims for damages if an accident occurs.

I am the parent or legal guardian of _____, who is a minor. I have the legal right to consent to, and by signing below, I hereby do consent to the terms and conditions contained herein. I understand that a separate Authorization and Release must be signed for each of my children if I have more than one child participating in the activity described within this document.

Participant Name: _____ **Date:** _____

Signature of Individual: _____ **Date:** _____

Print Name: _____ **Date:** _____

Emergency Contact

Name: _____ **Relationship:** _____

Phone # (Cell, work, etc.) _____

Consent for Photo, Film or Video Release

For good and valuable consideration, the Participant or Parent/Guardian of the Participant ("Releasor" or "Releasor for Minor Child") irrevocably authorizes The University of Southern Mississippi (University) and its employees, agents, successors and assigns, the Institutions of Higher Learning, its Board, employees, agents, successors and assigns, and any University affiliated organizations, their employees, volunteers, officers, agents, successors, and assigns ("Releasees") the right to use the following which belong to myself or my Minor child: picture, and likeness as recorded by videotape, audiotape, film, photograph, or any other medium ("Recordings") for any purpose that the Releasees deem appropriate, including promotional or advertising efforts across any media. The Releasor/Releasor for Minor Child specifically authorizes the Releasees, their employees, and their agents to use, reproduce, exhibit, or distribute the name and likeness of the Participant or the Guardian's Minor Child for such purpose in any communications medium currently existing or later created, including without limitation print media, television, and the internet. The Releasor/Releasor for Minor Child acknowledges that the Releasees owns all rights to the Recordings and may use the Recordings freely.

The Releasor/Releasor for Minor Child hereby agrees to release, defend, indemnify, hold harmless, and forever discharge the Releasees, their agents, their employees, either in their individual capacities or by reason of their relationship to the Releasees, trustees, and/or successors in interest from liability from any violation of any personal or proprietary right that the Releasor/Releasor for Minor Child may have relative to the Recordings and from any and all claims and causes of action, liabilities and damages arising out of the use of the Recordings, including, but not limited to, claims for invasion of privacy or misrepresentation, copyright infringement, or any misuse, distortion, blurring, alteration, optical illusion or use in a composite form that may occur or be produced in taking, processing, reduction or production of the finished product, its publication or distribution. The Releasor/Releasor for Minor Child understands the Recordings may be edited, copied, exhibited, published, or distributed and waives the rights of inspection or final approval of the product or approval over how the Recordings will be used. Furthermore, the Releasor/Releasor for Minor Child agrees that the Releasees may use the Recordings without notification or compensation being provided to the Releasor/Releasor for Minor Child.

The Releasor/Releasor for Minor Child understands that all the Recordings of the name, picture, and likeness, in whatever medium, of the Participant/Guardian's Minor Child shall remain the property of the Releasees. The Releasor/Releasor for Minor Child hereby waives any right to royalties or other compensation arising from or related to their use and agrees to release and hold harmless and forever discharge the University, its employees, its agents, volunteers, officers, successors and assigns either in their individual capacities or by reason of their relationship to the Releasees, from all claims and demands whatsoever, even if arising from the negligence of the Releasees, that Releasor, or any other persons acting on behalf of the Participant or on behalf of the Participant's estate have or may have against the University or any or all of the above-mentioned persons or their successors by reason of the permission effected by this Release.

The Releasor represents that he/she is at least 18 years of age or older, is competent to contract in their own name or on behalf of the above-referenced Participant (a minor child of whom they are the Parent/Guardian) and further represents to having read this document completely before signing below with a fully understanding of the contents, meaning, as well as the impact of this release which they agree not to revoke or disaffirm at any time

Name of Participant _____ Name of Parent/Guardian (if minor) _____

Signature _____ Date _____

Denial of Consent of Photo Release

I, The Releasor do not consent to the above section regarding the use of my or my minor child's name, picture and likeness. The Releasor represents that he/she is at least 18 years of age or older, is competent to contract in their own name or on behalf of the above-referenced Participant (a minor child of whom they are the Parent/Guardian) and further represents to having read this document completely before signing below with a fully understanding of the contents, meaning, as well as the impact of this release.

Name of Participant _____ Name of Parent/Guardian (if minor) _____

Signature _____ Date _____