



MINOR RELEASE FORM FOR ELS STUDENTS AT THE UNIVERSITY OF ST. THOMAS

Student(s) Name: _____

Student(s) St. Thomas ID(s): _____

Student(s) ELS ID(s): _____

I/we understand and agree that ELS Language Centers is operated by ELS Educational Services, Inc. ("ELS") and is not operated by the University of St. Thomas ("UST").

In consideration of ELS Language Centers allowing the Child to attend its classes at UST, and with the exception of claims for gross negligence and/or willful misconduct of UST, I/we hereby unconditionally release and hold harmless UST and its trustees, agents, officers, employees, volunteers, successors and assigns ("UST Representatives") from any and all claims (including but not limited to claims for negligence), causes of action, liabilities and costs which the Child, I/we, or any of our respective legal representatives, heirs, successors and assigns may have or claim to have relating to or arising out of the Child's participation in the ELS classes, and being on UST property, including, without limitation, any and all claims and causes of action for property damage, bodily injury, illness and death, caused by, related to or arising out of any negligent or careless action or inaction of UST or its Representatives.

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Furthermore, I/we promise not to sue UST for any of the claims released above, including, without limitation, any claims based on, arising from, or caused by UST's negligence or carelessness.

Finally, I/we agree to indemnify, defend and hold harmless UST and its Representatives from any and all claims, liabilities and costs, within the scope of the release, asserted by or on behalf of the Child, us/me or any of our respective legal representatives, heirs, successors and assigns.

I/we understand that the facilities at UST are generally intended for use by adults, and that the libraries and stores operated by UST may make available items that parents would not make available to their children (including but not limited to energy drinks and over-the-counter medication). I/we understand and agree that UST is not responsible for supervising the purchases of ELS students in UST stores or their use of any UST facilities made available to ELS students, including but not limited to the UST libraries, student center, and athletic and recreational facilities.

I/we understand and agree that the Child is expected to comply with all rules of UST that may apply to individuals using UST property and facilities. I/we understand that the Child may be denied or limited access to UST property and facilities and sent home from the ELS classes for failure to comply with such rules. I/we agree that UST has the complete discretion to determine whether such access will be denied or limited and that UST and/or ELS has complete discretion to determining whether the Child needs to be sent home.

If the Child should suffer an injury or illness while at the ELS Language Centers or on UST property, I/we authorize ELS and UST employees to use their discretion to transport or to have the Child transported by ambulance to a medical facility of their choice and I/we take full responsibility for that action and any costs associated with such transportation and medical treatment.

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I/we hereby give permission to the medical personnel at such medical facility to secure and administer treatment and to maintain and/or release any medical records necessary for insurance purposes as outlined under HIPAA or other applicable law or regulation. I/we understand that I/we are responsible for the cost of such medical treatment, whether paid through available insurance or by other means, and that UST is not responsible for the costs of any such medical treatment.

I/we have read the foregoing release and understand that I/we are signing a complete release and bar to any claims as defined above, agreement not to sue.

Parent Name: _____

Parent Signature: _____

Date: _____

