

Duke Invitational 2020

PARTICIPATION AGREEMENT

Program Name and Dates: _____ (“Program”)

Participant Name: _____ (“Participant”)

Parent or Legal Guardian Name: _____ (“Parent/ Legal Guardian”)

This Participation Agreement (the “**Agreement**”), effective as of the date of signature by the Parent/Legal Guardian, is entered into by and between Duke University and Parent/Legal Guardian. For good and valuable consideration, the parties agree to the terms set forth in this Agreement.

This Agreement must also be signed by the Participant, which signature reflects that the Parent/Legal Guardian and Participant have reviewed the Agreement and have discussed the Program in detail, including that the Program may have risks, that Participant’s participation is voluntary, and that the Participant understands and agrees to all of the terms of this Agreement, including but not limited to the behavioral expectations.

Program Description: The 2020 Duke Invitational is a two-day, virtual interscholastic speech & debate competition for high school students allowing Participants an opportunity to share their voice through forensics. Participants may participate in debate events including Congressional Debate, Lincoln-Douglas Debate (both Varsity and Junior Varsity divisions), and Public Forum Debate (both Varsity and Junior Varsity divisions, and speech events including Declamation, Dramatic Interpretation, Extemporaneous Speaking, Humorous Interpretation, Impromptu Speaking, Oral Interpretation, Original Oratory, and Program Oral Interpretation. More information about the 2020 Duke Invitational is available online at:
https://www.tabroom.com/index/tourn/index.mhtml?tourn_id=16404.

The competition will be offered through the National Speech and Debate Association’s (NSDA) Campus platform and the NSDA’s Tabroom.com website. Participant may be required to create an account at Tabroom.com, in which case Participant is solely responsible for maintaining or deleting the account. Participant is also responsible for using any associated online resource, tool, or account only for lawful, Program-related purposes.

Parent/Legal Guardian is required to be present for the duration of the Program to supervise Participant if Participant is under age 13.

Parent/Legal Guardian further acknowledges and understands that participation by Participant in the Program includes risks inherent to the online setting, such as, but not limited to, the risks of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, and image replication.

Duke reserves the right, in its sole discretion, to add, modify, or remove elements of the Program or cancel the Program.

Parent/Legal Guardian is responsible for ensuring that Participant has sufficient technology and equipment, as needed, to be able to participate fully in Program. Additionally, Parent/Legal Guardian is responsible for maintaining or deleting any accounts Participant may create as part of the Program.

Parent/Legal Guardian agrees that he/she will not, and that Participant will not, access the Program from outside of the United States.

A. Behavioral Expectations of the Participant

1. Parent/Legal Guardian understands and agrees Participant must in all cases and at all times act with a high regard for the privacy, property, health, and safety of Participant and others, and Participant must follow and

not deviate from all the directions and procedures communicated to Participant by those operating the Program.

2. Parent/Legal Guardian further agrees that Participant will use the Program's technological platforms, including any associated online resource, tool, or account, only for lawful, program-related purposes, and that Participant will exhibit appropriate behavior online. Parent/Legal Guardian agrees that Participant should not assume that files or communications created or transmitted using the Program's technological platforms or tools will be private. Duke may review files and monitor communications to maintain system integrity and to ensure compliance with Duke policies and applicable laws and regulations. Duke reserves the right to take appropriate action, up to and including dismissal from the Program without refund, based on the Participant's inappropriate or illegal use or use that is in violation of Duke's policies.
3. Parent/Legal Guardian and Participant will contact Program staff if at any time Parent/Guardian or Participant feel uncomfortable about online activity related to Program.

B. Use of Photographs, Recordings, and Participant Work: Parent/Legal Guardian gives permission and consent to allow photographs and video and audio recordings to be taken of Participant during the Program. Parent/Legal Guardian further gives permission and agrees that (i) photographs or video or audio recordings of Participant taken during the program, and (ii) writings and other Participant work produced during the Program, may be used in perpetuity in Duke products, publications, web sites, and/or social medial channels.

C. Reasonable Accommodations: Parent/Legal Guardian has read, understands, and acknowledges the requirements of the Program and represents that Participant is able to meet those requirements. For Participants with disabilities who anticipate needing accommodations or who have questions about physical access, Parent/Legal Guardian may contact Luke Truitt at (320)333-8531 in advance of the Program.

D. Assumption of Risk; Release and Waiver of Liability

1. The Program may involve privacy risks, property risks, and/or risks to health and safety, including but not limited to those described in the Program Description. Parent/Legal Guardian agrees to accept and assume all present and future risks, known or unknown and whether described in the Program Description or not, to privacy, property, and/or to Participant's health and safety that may arise from or be caused by Participant's participation in the Program. Parent/Legal Guardian agrees that he/she has explained these risks to the Participant.
2. In return for and as a condition of Duke providing Participant with the opportunity to participate in the Program, and having read and understood this Agreement, including this Release and Waiver of Liability, Parent/Legal Guardian hereby agrees to the following:
 - a) **TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Duke University, its affiliates, trustees, officers, employees or agents, and all other persons or entities involved in the Program (hereinafter referred to as "**Releasees**"), (i) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury, or harm of any sort, including injury or death, that may be sustained by Participant and (ii) for loss of or damage to any property belonging to Participant and/or Parent/Legal Guardian; and that occurs as a result of participation in the Program.
 - b) The release, waiver, discharge, and covenant not to sue as expressed in this waiver and release is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is the intention of Participant and Parent/Legal Guardian to both release any and all claims against Releasees and to relieve Releasees from any liability to make contribution to other tortfeasors on account of any claims.
 - c) If Participant deviates from any aspect of the Program and engages in a personal activity that is not part of the Program, such deviation is purely voluntary and Releasees shall not be liable for any injuries resulting or arising out of such deviation.

E. Governing Law: The laws of the State of North Carolina, without regard to principles of conflicts of laws, govern this Agreement. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in the Durham-based State of North Carolina court or the Federal District Court for the Middle District of North Carolina.

PARENT/LEGAL GUARDIAN:

Print name: _____

Signature: _____

Date: _____

I am the Parent/Legal Guardian of the above-named Participant. I certify that, before signing this Agreement, I have obtained written permission from any person who is otherwise legally entitled to custody of the Participant during the Program, to the effect that the Participant may fully participate in the Program.

PARTICIPANT:

Print name: _____

Signature: _____

Date: _____

My Parent/Legal Guardian has reviewed this Agreement with me and has explained that the Program may have risks and that my participation is voluntary. I understand and agree to all of the terms of this Agreement, including, but not limited to, the behavioral expectations.