

PENN MODEL CONGRESS DELEGATE FORMS

A. DELEGATE CODE OF CONDUCT

Penn Model Congress wants to ensure a safe and enjoyable conference for all participants. To that end, the Executive Board has established the following guidelines for conduct during the conference:

1. Hotel/University Property – Students must respect hotel and University property at all times. Each delegate will be held responsible for any and all damage incurred. If you are responsible for any malicious damage to property, you and possibly your entire delegation will be expelled from the hotel and conference.

2. Smoking/Drugs/Alcohol – Smoking is prohibited in the hotel and all University facilities, as well as all other official conference functions. Possession of drugs or alcohol at any place or time during the conference is strictly prohibited. Conference and hotel security will have the authority to confiscate any drugs or alcohol found in the possession of any delegate. Delegates found in possession or under the influence of any drugs or alcohol will be required to leave the conference immediately and may be held criminally liable.

3. Attendance – Delegates must attend all conference sessions, unless prior written consent is submitted to PENNMC staff by their faculty advisor.

4. Curfew – The designated curfews on the conference schedule will be strictly enforced. All delegates must be in their own rooms by this time. Since there are other guests not affiliated with the conference on every floor of the hotel, late night socializing, pizza deliveries, soda machine runs, etc., are not permitted after curfew.

5. Attire – Proper attire is required during all conference sessions. All delegates must dress in a professional manner. Men should wear a suit or jacket and dress pants, with a dress shirt and tie. Women should wear a suit, dress, dress slacks, or skirt with a blouse or sweater. Delegates who fail to obey the dress code will not be permitted to participate in their conference sessions.

6. Badges – Students must wear their conference badges at all times for their own safety and identification purposes. Badges will be required to enter University facilities and conference social functions at the Hotel. Persons not directly affiliated with Penn Model Congress are not permitted in the hotel or at any conference function.

7. Discrimination - Penn Model Congress will not tolerate any acts of discrimination based on race, gender, religion, national origin, age, handicap, disability or sexual orientation.

I hereby acknowledge that I have read and understood all of the above, and I agree that, failure to abide by the Code of Conduct may result in expulsion from the conference, and that I may be held legally and financially responsible for my actions. I agree to abide by any additional rules and regulations of the University of Pennsylvania, Penn Model Congress, the Sheraton University City Hotel, and the Hilton Inn at Penn during my attendance at the conference.

B. ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

In consideration for my being permitted to participate in the Penn Model Congress conference, held in Philadelphia on March 26, through March 29, 2020 (referred to hereafter as “the Program), related events and activities, the undersigned acknowledges and agrees to the following:

1. Risk Factors- I understand and acknowledge that the use of equipment and facilities provided by the organization and participation in the Program involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself/my child or others, including the organization and its agents or from the unavailability of emergency medical care.

2. Assumption of Risk- I assume full responsibility for all risks that may arise out of or result from my participation in the Program, including by not limited to those risks described in subsection 1, above.

3. Acknowledgement of Policies and Procedures- I acknowledge that I have read, know, and agree to all of the policies and procedures relating to my participation in the Program. I understand that the safe and proper use of all facilities, equipment or participation in the activity is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all rules, regulations and policies the organization including but not limited to those listed in section A of this document. I understand that the organization reserves the right to revoke or terminate my participation in the Program for any violations of these rules, regulations, or policies.

4. Release, Indemnify, and Defend. As a participant, or the natural parent and/or as the legally authorized guardian of a participant in the Program, I do hereby for myself, my spouse, my child, and on behalf of my/our heirs, personal representatives, and assigns, agree not to sue and hereby release, waive, discharge, hold harmless and indemnify and forever defend Penn Model Congress/Trustees of the University of Pennsylvania (referred to hereafter as “the

Organization”), their officials, employees, members, servants, directors, predecessors, successors, trustees, faculty, representatives, volunteers, and affiliates, including their respective assignees, agents and licensees, past present or future, individually or collectively, (hereinafter jointly referred to as “the Released Parties”), from any and all liability, losses, claims, actions, suits, procedures, demands, rights, and causes of action of whatever nature, in law and equity, for any and all known or unknown, foreseen or unforeseen, bodily or personal injuries, death and permanent injury, illnesses, damage or theft of property, or other losses, and any consequences thereof, including expenses, costs, and attorney’s fees, as may be sustained by my child or me arising out of or in any way associated with my/my child’s participation in Penn Model Congress, or travel incident thereto, whether by negligence or not to the fullest extent permitted by law.

5. Waiver- I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.

6. Payment for Damages. I agree to pay for any and all damages to any property or Release Party determined by the organization to have been caused by me/my child negligently, willfully or otherwise.

7. Representatives. I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

8. Consent for Emergency Treatment- I consent to medical treatment for emergencies that occur during or are related to my participation in the program where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me under this Section, including but not limited to subsection 1, subsection 2, and subsection 4 of Section B.

9. Insurance- I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Program, and reimbursement to the organization of any costs incurred. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the Program.

10. Jurisdiction. This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Pennsylvania. The parties agree to use the State of Pennsylvania for Jurisdiction and the County of Philadelphia as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

11. Severability. If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

C. PHOTOGRAPH RELEASE AND WAIVER

I hereby agree and grant irrevocable permission to Penn Model Congress/Trustees of the University of Pennsylvania (“the Organization”), its officials, employees, members, servants, directors, predecessors, successors, trustees, faculty, representatives, volunteers, and affiliates, including their respective assignees, agents and licensees, past, present, or future (hereinafter jointly referred to as “the Released Parties”), to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, edit, exhibit, create derivative works and/or otherwise use and reuse the photographs and/or images taken of myself between March 26 and March 29, 2020 in connection with the Penn Model Congress conference activities, in any media, including, without limitation, the internet, and for any and all purposes the Released Parties deem appropriate.

I hereby waive any right to inspect or approve the final photographs and/or images, including any printed or electronic matter that may be used in conjunction with them, now and at all later times, whether that use is known or unknown to me and hereby waive any right to royalties or any other compensation arising from or related to the use of the photographs and/or images. I further waive my right to pursue any and all claims, in law, equity or otherwise, arising from or related to use of the photograph and/or image. Moreover, I hereby agree to defend, and hold harmless Sponsor Parties for any and all publishing and/or distributing of the photographs and/or images, in whole or in part, whether on paper, via electronic media, or on the internet, from and against any and all claims, damages, or liability arising from or related to the use of the photographs and/or images, including, but not limited to, any misuse, distortion, blurring, alteration, optical illusion or use in composite form, either intentionally or otherwise,

that may occur or be produced in taking, processing, reduction or production of the photographs and/or images, its publication or distribution, by Sponsor Parties or any other individuals and/or entities.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE THREE PARTS OF THIS DOCUMENT: (I) DELEGATE CODE OF CONDUCT, (II) ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY, AND (III) PHOTOGRAPH RELEASE AND WAIVER, IN THEIR ENTIRETY AND UNDERSTAND THAT THEY RELATE TO SURRENDERING VALUABLE LEGAL RIGHTS. BY SIGNING BELOW, I AGREE TO BE BOUND BY ALL THE TERMS OF THE (I) DELEGATE CODE OF CONDUCT, (II) ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY, AND (III) PHOTOGRAPH RELEASE AND WAIVER, IN THEIR ENTIRETY.

Student Signature:

Date:

Print Student Name:

If conference attendee will be under the age of 18 as of February 16, 2020, the minor's parent/legal guardian must sign the below consent and release below:

BY SIGNING BELOW: I ACKNOWLEDGE THAT I HAVE READ AND DISCUSSED THE ABOVE CODE OF CONDUCT WITH MY CHILD, THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE BELOW NAMED MINOR, AND THAT I HAVE READ AND UNDERSTAND THE THREE PARTS OF THIS DOCUMENT: (I) DELEGATE CODE OF CONDUCT, (II) ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY, AND (III) PHOTOGRAPH RELEASE AND WAIVER, IN THEIR ENTIRETY AND UNDERSTAND THAT THEY RELATE TO SURRENDERING VALUABLE LEGAL RIGHTS OF THE MINOR AND MYSELF. BY SIGNING BELOW, I AGREE TO BE BOUND BY ALL THE TERMS OF THE (I) DELEGATE CODE OF CONDUCT, (II) ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY, AND (III) PHOTOGRAPH RELEASE AND WAIVER, IN THEIR ENTIRETY. I ALSO GIVE MY CONSENT TO THE PARTICIPATION IN THE ACTIVITY OF THE MINOR.

Parent/Guardian Signature:

Date:

Print Conference Attendee (Student) Name:

Print Parent/Guardian Name:

Please return this completed form to your faculty advisor

PENNMCM 2020 DELEGATE EMERGENCY CONTACT FORM

Delegate Information

Full Name:

School:

Emergency Contact

Full Name:

Relation:

Day Phone: (____)-_____

Night Phone: (____)-_____

Insurance Information

Provider:

Policy Holder Name:

Policy #:

Group # (if applicable):

Physician Contact

Full Name:

Phone #: (____)-_____

Allergies (include medicines):

Other Relevant Medical Information: