

**SCHOOL ACKNOWLEDGMENT AND INDEMNIFICATION AGREEMENT FOR
ATTENDANCE OF STUDENTS UNDER 18 YEARS OF AGE**

This AGREEMENT is made this ____ day of _____, 202__, between National Association for Campus Activities (hereinafter called "NACA") and _____
_____ (hereinafter called "School").

WHEREAS, School desires bring a student under 18 years of age ("Student") to an event sponsored by NACA; and

WHEREAS, NACA policy requires that attendees at NACA events must be 18 years of age or older.

WHEREAS, NACA policy further provides that minors who are at least 16 years of age and a student at a NACA member may be permitted to attend a NACA event that is not located on a college campus, but only with prior approval by the Executive Director.

WHEREAS, NACA policy requires that as a part of the event registration process a school seeking to bring a minor obtain a waiver from the Student seeking to attend and, if Student is permitted to attend, School shall remain responsible for the minor.

WHEREAS, due to the increased risk associated with minors attending NACA events, NACA would not permit Student to attend the event, but for School providing executed waiver, and agreement by School to indemnify NACA;

NOW, THEREFORE, in consideration of NACA allowing School to bring Student to event, which it otherwise has no right to do, School agrees as follows:

1. Name of Event: _____
2. Location _____
3. Dates: _____
4. School agrees to obtain an executed waiver and release, in the form attached hereto as Appendix A, from any Student it desires to have attend the Event.
5. School agrees that it is solely responsible for safety of any Student attending Event.
6. School agrees to hold NACA harmless and indemnify NACA for all claims arising out of the Student's attendance at the Event. School agrees to release, hold harmless, indemnify, defend and forever discharge the National Association for Campus Activities (NACA) and each and every officer, agent and employee of NACA, from all claims, causes of action, loss, damage, costs, attorney's fees and liability for all injuries to Student in any way arising from or relating to Student's attendance at Event, howsoever caused. School further agrees to waive rights of subrogation in favor of NACA in any claim, liability or cause of action.

7. Student(s) may, in NACA's sole discretion, be prohibited from attending certain events or participating in certain activities as a result of Student's age while attending the Event. Generally, these restricted events and activities, if any, will be communicated to School prior to attendance.
8. This contract is governed by and shall be construed under South Carolina law.
9. No oral representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this agreement. No changes or modifications to the Contract shall be effective or valid unless reduced to writing and signed by the authorized agents. The action of NACA in returning said contract constitutes an offer to enter into an agreement on the terms herein stated, but unless returned to NACA prior to the Event, this offer shall be null and void unless otherwise agreed to in writing by both parties. The person signing for the School expressly warrants that he/she is authorized by School to execute this contract on behalf of the School for this engagement at the time and place specified in this contract.
10. School and NACA agree that any dispute between them arising from this Agreement shall be tried to a judge sitting without a jury and such non-jury trial shall be held in the state or federal court sitting in Richland County, South Carolina, to the exclusion of all other venues. School hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such claim, any argument that it is not personally subject to the jurisdiction of such court(s), that the claim is brought in an inconvenient forum, or that the venue of the claim is improper.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

FOR NACA:

By: _____

Print Name: _____

Title: _____

Date: _____

FOR SCHOOL:

By: _____

Print Name: _____

Title: _____

Authorized agent for School

Date: _____