STATE OF MICHIGAN

COURT OF APPEALS

SHEILA WOODMAN, as Next Friend of TRENT WOODMAN, a Minor,

Plaintiff-Appellee,

V

KERA, L.L.C., d/b/a BOUNCE PARTY,

Defendant-Appellant.

FOR PUBLICATION
August 12, 2008

No. 275079
Kent Circuit Court
LC No. 06-000802-NO

SHEILA WOODMAN, as Next Friend of TRENT WOODMAN, a Minor,

Plaintiff-Appellant,

v

KERA, L.L.C., d/b/a BOUNCE PARTY,

Defendant-Appellee.

No. 275882
Kent Circuit Court
LC No. 06-000802-NO

Before: Bandstra, P.J., and Talbot and Schuette, JJ.

SCHUETTE, J. (*concurring*).

First, I concur with my distinguished colleague, Judge Talbot, that plaintiff did not establish that defendant's conduct was grossly negligent; that the Michigan Consumer Protection Act, MCL 445.901 *et seq*., has no applicability to this case; and that the facts, circumstances, and pleadings of this case do not involve a premises liability action.

I further concur, although reluctantly, in the conclusion reached by Judge Talbot that judicial precedent in the state of Michigan requires this reviewing court to invalidate the pre-injury waiver of liability signed by the minor child's father in this case. I also strongly share the sentiments expressed in the concurring opinion of my distinguished colleague, Judge Bandstra. I write separately to emphasize several issues of extreme legal and policy significance that should be addressed as a consequence of this decision.

Plaintiff's claim concerning the validity of a pre-injury, parental waiver of liability for a minor is a newly emerging issue for our courts. As described in Judge Talbot's thorough

opinion, courts across the United States are grappling with this issue, and now it is Michigan's turn. I believe that under *McKinstry v Valley Obstetrics-Gynecology Clinic, PC*, 428 Mich 167, 192; 405 NW2d 88 (1987), we are required to invalidate a pre-injury, parental waiver of liability of a minor child.

In *McKinstry*, a pre-injury waiver case, our Supreme Court determined that a mother could bind her unborn child to arbitration under the Medical Malpractice Arbitration Act (MMAA), MCL 600.5046(2).[1] Our Supreme Court stated:

> Our interpretation of §5046(2) is a departure from the common-law rule that a parent has no authority to waive, release, or compromise claims by or against a child. *Schofield v Spilker*, 37 Mich App 33; 194 NW2d 549 (1971); *Reliance Ins Co v Haney*, 54 Mich App 237; 220 NW2d 728 (1974); 67A CJS, Parent and Child, §114, pp 469-470. However, the common law can be modified or abrogated by statute. *Bean v McFarland*, 280 Mich 19; 273 NW 332 (1937); *O'Brien v Hazelet & Erdal*, 410 Mich 1; 299 NW2d 336 (1980). Thus, a child can be bound by a parent's act when a statute grants that authority to a parent.[7] *Reliance Ins Co*, *supra*, p 242; *Wilson v Kaiser Foundation Hospitals*, 141 Cal App 3d 891; 190 Cal Rptr 649 (1983). We believe that §5046(2) of the MMAA changes the common law to permit a parent to bind a child to an arbitration agreement. [*McKinstry*, *supra* at 192-193.]

Some might argue that the above-referenced quotation is dictum and hence not binding on lower courts in Michigan.[2] Or, some might contend that the plain meaning and use of the word "claim" by our Supreme Court in *McKinstry* may only be interpreted to apply to post-injury waivers, because a claim can only occur after, not before, an injury has been caused.[3] Yet, in *McKinstry*, our Supreme Court stated that "the common law can be modified or abrogated by statute," *McKinstry*, *supra* at 192, seemingly implying that, in the absence of a statute to the contrary, Michigan adheres to the common-law rule prohibiting parental waiver of liability in pre-injury, as well as post-injury, situations.

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[1] MCL 600.5046(2) was repealed by 1993 PA 78, effective October 1, 1993.

[2] Dictum is "'judicial comment made during the course of delivering a judicial opinion, but one that is unnecessary to the decision in the case and therefore not precedential (though it may be considered persuasive).'" *Carr v City of Lansing*, 259 Mich App 376, 383-384; 674 NW2d 168 (2003) (citations omitted).

[3] A claim is defined as:

> 1. The aggregate of operative facts giving rise to a right enforceable by a court . . . . 2. The assertion of an existing right; any right to payment or to an equitable remedy, even if contingent or provisional . . . . 3. A demand for money or property to which one asserts a right . . . . [Black's Law Dictionary (7th ed.), p 240.]

The decision in this case is bound to have enormous consequence and profound impact throughout Michigan. Of equal significance will be our Supreme Court's review of this decision, given the dearth of pre-injury, parental waiver of liability cases in Michigan and the wide variety of rulings emerging in other jurisdictions throughout the federal and state courts of this nation. See, e.g., *Brooks v Timberline Tours, Inc*, 941 F Supp 959 (D Colo, 1996); *Lantz v Iron Horse Saloon, Inc*, 717 So 2d 590 (Fla App, 1998); *Sharon v City of Newton*, 437 Mass 99; 769 NE2d 738 (2002); *Hojnowski v Vans Skate Park*, 187 NJ 323; 901 A2d 381 (2006); *Zivich v Mentor Soccer Club, Inc*, 82 Ohio St 3d 367; 696 NE2d 201 (1998). Of similar importance is the manner and speed with which the Michigan Legislature responds to this public policy issue, given the absence of any statute codifying the validity and scope of pre-injury, parental waivers of liability for a minor. Most certainly, legislators will come to hear about the impacts of this decision from constituents and interest groups of every competing philosophy and occupation.

Certainly, no one in the Michigan judiciary desires to turn a deaf ear or a blind eye to wayward businesses, dishonorable non-profit organizations, or volunteer groups that might place a child in a dangerous situation, notwithstanding a parent executing a release and waiving liability for resulting injury. Equally significant is the fact that an immense amount of youth activities—church groups, Boy Scouts, sports camps of all kinds, orchestra and theatrical events, and countless school functions—run and operate on release and waiver of liability forms for minor children.[4]

Voices will be heard, as this Court heard during oral argument, that no court of law should acquiesce to a piece of paper protecting a business, non-profit organization, or school group from liability when a child is injured. Equally strong will be the chorus of church, school, and volunteer organizations, and passionate parents, de-crying the "chilling effect" of the invalidation of pre-injury waivers, freezing out adult volunteers from participating in youth activities and camps of all kinds, with a Sword of Damocles,[5] liability speaking, lurking in the weeds or hanging over their heads.

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[4] Appended to this opinion are but a few examples of pre-injury, parental waivers, which demonstrate their wide-spread use. Such waivers are utilized by youth and community organizations, universities, and non-profit groups for an immense array of activities across Michigan, including: Arcadia Daze 5K Run (Appendix A), Spring Hill Summer Camps (Appendix B), Jeff Trickey Quarterback Camps (Appendix C), University of Michigan Gymnastics Camp (Appendix D), Ann Arbor YMCA (Appendix E), Detroit Free Press/Flagstar Marathon (Appendix F), and Wayne State University Fitness Kids' Summer Camp (Appendix G).

[5] The "Sword of Damocles" was a sword suspended over the head of Damocles in a Greek myth. Wikipedia <http://en.wikipedia.org/wiki/Sword_of_Damocles_%28disambiguation%29> (accessed July 29, 2008).

But in the end, the Michigan Legislature will have to determine whether a statutory exception to the common-law rule for pre-injury waivers should be adopted, and whether there should be any differentiation between profit and non-profit groups as some states have seen fit to do. See *Sharon*, *supra* at 109-110; *Zivich*, *supra* at 372; *Hohe v San Diego Unified School Dist*, 224 Cal App 3d 1559, 1564; 274 Cal Rptr 647 (1990). I hope that the Michigan Legislature acts thoroughly and promptly.

/s/ Bill Schuette

APPENDIX A

Family•Friends•Fun

arcadia daze

5K Run

ARCADIA DAZE RUN WAIVER

I know that participating in a foot race is a potentially hazardous activity. I should not enter unless I am medically able. I assume all risks associated with participation in this event, including, but not limited to: falls, contact with other participants, the effect of the weather, traffic, and the condition of the road, with all such risks being known and appreciated by me. Having read the waiver and knowing these facts and in consideration of you accepting my entry, I, for myself and anyone entitled to act on my Behalf, waive and release the Arcadia Lions Club, and all other sponsors, their representatives and successors from all claims of liabilities of any kind arising out of my participation in this event. I grant permission to all of the foregoing to use any photographs, motion pictures, recording, or any other record of this event for any legitimate purpose.

_____

Signature

Parent Signature if under 18 years of age

_____

Date

Sponsored by Arcadia Lions Club and made possible with financial support by B J Hopwood, Inc., General Contractor

May copy this form.

APPENDIX B

SpringHill Summer Camps 2008 Registration Form | g2g! | Please photocopy if you need more than one card.

FAMILY INFORMATION

Camper First Name ____ Camper Last Name ____ Birth date ___-___-___ Grade Completed (by 6/15/08) ____ Gender ____ Camper Email ____

Parent or Guardian's Full Name ____ Spouse's Name ____ Father Cell Phone (___)___-___ Mother Cell (___)___-___

Street Address ____ City ____ State ____ Zip Code ____ County ____

Home Phone (___)___-___ Business Telephone (indicate whose) (___)___-___ Parent Email Address ____

Confirmations will be sent to the parent email address unless USPS mail is requested here: ☐

Camper's previous camp attendance: ☐ Michigan Camp ☐ Indiana Camp ☐ Day Camp ☐ None

Please enter the week and program for your first two choices below:

1st Choice: ☐ Michigan ☐ Indiana	2nd Choice: ☐ Michigan ☐ Indiana	TST 1st Choice: ☐ Michigan ☐ Indiana	TST 2nd Choice: ☐ Michigan ☐ Indiana
Week ____	Week ____	Program Number ____ (from Schedule)	Program Number ____ (from Schedule)
Program ____	Program ____		

Roommate Choices: (No more than 3 friends together in one cabin.)

Roommate 1 ____ Roommate Email Address ____ Roommate 2 ____ Roommate Email Address ____

BILLING INFORMATION

Please choose one of the following 4 payment options. (U.S. dollars only) Your signature authorizes your $150 deposit as well as automatic collection of your balance due on April 21, 2008 using the same payment method. It may take up to 5 days to process.

Signature ____ (Without your signature it will not be possible for us to process your registration)

A $150 deposit is required to register; If cancellation is made prior to May 1st, 2008, $75 is non-refundable. Cancellations after May 1st, 2008 up till 21 days prior to camp start date will result in forfeiture of $150. Cancellations within 21 days prior to camp start date will result in forfeiture of one half the cost of camp. No-shows for a scheduled camp will result in forfeiture of the full camp fee.

Cancellations must be requested in writing (mail, email or fax).

Camp Deposit/Fee enclosed or authorized: $____ Spending Money enclosed or authorized: $____ (Registrations made after April 21 will require full payment.)

☐ 1. Electronic transfer from checking account: ____ Bank Name ____ Bank Transit/Routing Number ____ Bank Account Number

☐ 2. Check Enclosed. (Your check will be processed as an EFT as well as the remaining balance on April 21, 2008. It may take up to 5 days to process)

NOTE: In an effort to keep camp costs down, we would prefer that you would use a credit/debit card as your last option of payment.

☐ 3/4. Debit/Credit Card: ☐ Visa ☐ MasterCard ☐ Discover ____ Credit Card Number ____ Expiration ____ Name on Card (please print)

SPECIAL NEEDS?

Does your camper have any **physical, emotional, mental, or behavioral challenges** which have been professionally diagnosed, or are under evaluation? ☐Yes ☐No

Does your camper currently receive special assistance at school ? ☐Yes ☐No

Will your camper potentially require special attention in order to participate in normal camp activities? ☐Unsure ☐Yes ☐No

Please indicate the severity of all applicable conditions: ❶ Mild ❷ Moderate ❸ Severe

①②③ Asbergers	①②③ Immune Disorder	①②③ Bone/Joint/Muscle (MDS/CP/Other)	
①②③ Autism	①②③ Seizure Disorder	①②③ Hearing Impaired	①②③ Food Allergies: ____
①②③ ADD/ADHD	①②③ Asthma	①②③ Blind/Legally Blind	①②③ Other: ____
		①②③ Behavior Concerns: ____	
		①②③ Emotional Concerns: ____	

Additional Information:

We want to make sure that each child receives the level of attention needed to provide an incredible, inclusive, camp experience. Our staff will contact you if there is concern that your camper's needs may require additional assistance from our staff, or potentially exceed our ability to provide exceptional care to him/her and others.

LIMITED PURPOSE POWER OF ATTORNEY

I. Consent to Treatment of a Minor

A. By signature below, the undersigned appoints Michael Perry, Todd Leinberger, Bill Dinsmore, Craig Soderdahl, or Andrew Sitte each to act alone, or delegate to another person, the power to consent on our behalf to all emergency treatment and/or medical care (except elective surgery) determined necessary or desirable by the attending physician at the hospital.

B. This Power of Attorney shall continue until revoked by the undersigned, or until August 15, 2008, whichever is earlier. Physicians or the hospital's medical staff may assume and rely on this authorization being current and in effect during such period unless notified otherwise.

C. The undersigned certify that they have read this Power of Attorney (or had it read to them), that they understand this Power of Attorney and sign it voluntarily.

II. Release and Indemnity Agreement for SpringHill Participants (Age 17 and under)

By signature below, I certify the following: (1) that my child's participation in SpringHill activities and programs, and my authorization of my child's participation in SpringHill activities and programs, is completely voluntary, and (2) that I have familiarized myself with the SpringHill activities and programs in which my child will be participating. I further recognize and have instructed my child in the importance of knowing and abiding by SpringHill's rules, regulations and procedures for the safety of camp participants, and (3) I understand that SpringHill reserves the right to refuse admission to any camper that they feel could be a detriment to any other campers.

I recognize that certain hazards and dangers are inherent in camping and sporting events and in the activities and programs conducted by SpringHill, including, more specifically, but not limited to, the activities of horseback riding, swimming, blobbing, rock climbing, zipline, paintball, rappelling, and extreme sports. I acknowledge that although SpringHill has taken safety measures to minimize the risk of injury to camp participants, SpringHill cannot insure nor guarantee that the participants, equipment premises and/or activities will be free of hazards, accidents and/or injuries. Moreover, I understand that participation in any such activities may involve the risk of injury and loss, both to the person and to property, and that the risks may include the possibility of permanent disability or death, I assume all such risks connected with my child's participation in SpringHill activities and programs.

I understand that in the unlikely event of a serious illness or injury, every effort will be made to notify the parent or legal guardians at the earliest possible time without jeopardizing the care of the camper or minor staff. Parents or guardians will be notified if their child receives treatments for an injury/illness that requires a physician.

I understand that there may be elements of risk associated with activities at camp. I give permission for my child to participate in all activities at camp and hereby release and agree to indemnify and hold harmless SpringHill and its trustees, officers, employees, agents, and volunteers from any and all claims of any nature arising from such participation.

III. Photo Release

Photographs and video footage of my child as a result of participation in activities at SpringHill may be used in SpringHill's promotional materials or website.

Date: Month ____ Day ____, 2008

Parent or Guardian's Legal Signature ____ (Signature required for admittance into Summer Camp)

APPENDIX C

Jeff Trickey Quarterback Camps

2008 QUARTERBACK CAMP APPLICATION FORM

My son has my permission to attend the JEFF TRICKEY QB CAMP. I certify that within the past two years, he has had a physical examination and that now, he is physically able to participate in football camp activities without restriction. In the event of an illness or injury, I give my consent for medical treatment and

permission to attending physician to hospitalize, secure proper treatment, and order injections, anesthesia, or surgery. I will be responsible for any medical or other charges in connection with my son's attendance in camp.

I acknowledge that at the JEFF TRICKEY QB CAMP my son will participate in a sport that may involve, among other things, physical contact of the body with other persons or objects, including the ground, and that at the JEFF TRICKEY QB CAMP, he may incur a risk of injury. I specifically waive, give up and release the JEFF TRICKEY QB CAMP and staff from liability for any claim for damages which I or my son may have for injuries or illness that he may sustain at camp.

Camper Signature:_____

Parent's Signature:_____

NO PLAYER WILL BE ACCEPTED WITHOUT PARENTAL APPROVAL

Important Michigan Gymnastics Camp Information:

Parent/Guardian Consent, Medical Release and Release from Liability Agreement

Please read the following information carefully before signing.
All blanks must be completed. Please read the following information carefully before signing.

Activity: _____ Activity Time Period: _____

Activity Sponsor: _____

Participant Name: _____

Parent/Guardian Name(s): _____

In consideration for allowing Participant to participate in Activity, I/we, as parents and/or guardians of Participant, agree to the following:

Authorize Participant to participate in the Activity for the Activity Time Period stated above.

Release, indemnify and hold harmless the Activity Sponsor and University from any and all damages, except for damages caused by the sole gross negligence or intentional misconduct of Activity Sponsor or University, arising out of the participation of Participant in the Activity.

Prior to the commencement of the Activity, I/we were made aware of the nature of the Activity, had sufficient opportunity to inquire further, and understand the Activity has inherent risks and I/we and Participant assume, on behalf of Participant, all those inherent risks.

While participating in the Activity, Participant is subject to the policies, rules and regulations of the University and Activity Sponsor. Possession of fireworks, explosives, any weapon, illegal drugs or alcohol is prohibited and cause for immediate expulsion from the Activity. Further, any Participant repeatedly disobeying University or Activity Sponsor policies, rules or regulations may be expelled from the Activity.

Authorize Activity Sponsor, its employees, clinicians, trainers, nurses and agents (collectively, "Activity Sponsor") the authority to seek, obtain, and approve any medical care and treatment including, but not limited to x-ray examination, anesthetic, medical, dental or surgical diagnosis, or treatment and medical care which may be recommended and provided under the general supervision of any physician or surgeon, for Participant which, in their judgment, is necessary for the health and well-being of Participant during his/her participation in the Activity. I/We further agree that I/we are(am) solely responsible for any costs incurred and agree to hold the Activity Sponsor and the Regents of the University of Michigan, their employees and agents (collectively, "University") harmless for any liability arising out of any good faith action taken in obtaining medical treatment for Participant.

The above agreements are binding upon us, our estates, heirs, representatives and assigns.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Participant Signature _____ Date _____

APPENDIX E

Ann Arbor YMCA School Age Permission Form

FIELD TRIP/TRANSPORTATION PERMISSION

I give permission for my child _____, to be transported by the Ann Arbor YMCA from his/her school to the YMCA on the days he/she is registered to attend. I give permission for my child to go on any field trips supervised by the Ann Arbor YMCA Child Care Staff. I understand that many trips consist of short walks to nearby locations. I understand further that I will be notified in advance about any longer trips and that, if any vehicle is used to transport my child, each child will be required to wear a seat belt or be placed in a car seat that I would provide.

Parent/Guardian Signature_____ Date_____

PHOTOGRAPHY AND RECORDING PERMISSION

I hereby irrevocably release, consent and allow the Ann Arbor YMCA and its agents to use my child's photograph/likeness/voice, as it pertains to participation with the YMCA, in any manner for promotional efforts without expectation of any reimbursement in connection with its use.

Parent/Guardian Signature_____ Date_____

LIABILITY

I understand the physical activities which my child may participate in at the YMCA include, but may not be limited to: swimming, running, playing and sports. I agree to assume all liability and release the YMCA from any liability for the risk of injury, illness or death on account of my child's presence in a YMCA facility or on account of my child's involvement in any activity at a YMCA facility or at the sponsored activity.

Parent/Guardian Signature _____ Date _____

SWIMMING

I give permission for my child_____, to participate in the YMCA Youth Aquatics Program. A kindergartner or school-aged child may participate in youth recreation swim when available.

Parent/Guardian Signature_____ Date_____

SUNSCREEN/BUG SPRAY

My child (circle one) **should** **should not** wear sunscreen while being outdoors. Please apply first application at home. Sunscreen should be supplied by you, the parent. I understand that selecting "should" allows staff to apply sunscreen to my child. This does not guarantee application.

My child (circle one) **should** **should not** wear bug spray while being outdoors. Please apply first application at home. Bug spray should be supplied by you, the parent. I understand that selecting "should" allows staff to apply bug spray to my child. This does not guarantee application.

Parent/Guardian Signature_____ Date_____

PHYSICAL HEALTH

I hereby attest that my child_____is in good health. Further more any activity restrictions, allergies, medications taken by the child, or any other needs are listed in the Child Information Record. Immunization records or appropriate waivers are up to date and on file with my child's school.

Parent/Guardian Signature_____ Date_____

APPENDIX F -

Detroit Free Press/Flagstar Marathon: - October 19, 2008
Registration Fees | Registration Form

Release:

In consideration of your accepting this entry, I hereby, for myself, my heirs, executors and administrators, waive and release any and all rights and claims for liability and damages I may have against the Detroit Free Press/Flagstar Marathon ("Marathon"), its employees, agents, officers, governors, sponsors and volunteers, Detroit Free Press, Inc., Flagstar, Detroit Newspaper Partnership the Cities of Detroit and Windsor, USA Track and

Printable Release

Name of Parent/Guardian:
required if participant is under 18
By entering my name above, I represent that I, as a valid parent/guardian, am completing this form and agree to the above waiver/release.

I Accept | I Do Not Accept

Detroit Free Press/Flagstar Marathon Waiver/Release

In consideration of your accepting this entry, I hereby, for myself, my heirs, executors and administrators, waive and release any and all rights and claims for liability and damages I may have against the Detroit Free Press/Flagstar Marathon ("Marathon"), its employees, agents, officers, governors, sponsors and volunteers, Detroit Free Press, Inc., Flagstar, Detroit Newspaper Partnership, the Cities of Detroit and Windsor, USA Track and Field, and their representatives, successors and assigns, for any and all injuries or death suffered by me in or arising from said event. I acknowledge that it is my responsibility to understand the risks and determine whether I am fit to safely complete this event and the precautions I should take. I attest and certify that my physical condition and ability to safely complete this event have been verified by a licensed medical doctor (except where the latter is in violation of religious principles); and that I am physically fit and have sufficiently trained to complete this and future competitions. I grant to the Marathon and its sponsors and licensees the exclusive right to the free use of my name, voice and/or picture in any broadcast, telecast, advertising, promotion or other account of this event. I acknowledge that my entry fee is non-refundable and non-transferable, even if the race is cancelled. I agree that any legal claim or dispute arising out of or in any way relating to my participation in this event will be governed by the laws of Michigan and will be adjudicated exclusively by and in the Courts of Michigan.

The registrant acknowledges that MarathonGuide.com/Web Marketing Associates has no responsibility for the operation of the Detroit Free Press/Flagstar Marathon and associated events and is only acting as an agent to register applicants who wish to participate in the Detroit Free Press/Flagstar Marathon and associated events. Accordingly, the registrant agrees to hold MarathonGuide.com/Web Marketing Associates and its agents harmless from any liability or injury resulting from the Detroit Free Press/Flagstar Marathon and associated events. Furthermore, the registrant agrees that it shall have no claim against MarathonGuide.com/Web Marketing Associates for any injury that may occur during the Detroit Free Press/Flagstar Marathon and associated events. The individual event operators and sponsors have provided information included in this site and MarathonGuide.com/Web Marketing Associates does not verify the accuracy or completeness thereof. All confirmed orders are final once payment is submitted. MarathonGuide.com/Web Marketing Associates does not issue refunds.

APPENDIX G

2008
Mort Harris Recreation and Fitness Center

Youth Fitness Camp

Fun and Fitness

11-15 yrs.

Wayne State University
5210 Gullen Mall
Detroit, MI 48202
313-577-2348
www.rfc.wayne.edu

CAMPUS RECREATION
MORT HARRIS
RECREATION AND FITNESS CENTER

WAIVER AND RELEASE STATEMENT. All exercise and participation is done at the risk of the participant (s). Wayne State University, its employees and agents are not liable for personal injury. By signing this form, I am releasing Wayne State University, its employees and agents from any and all claims for injuries, including bodily injury, damages and property loss the participant (s) might sustain through participation in any Wayne State University Recreation and Fitness Center programs. I understand that it is my responsibility to obtain medical clearance for the participant (s) if necessary and that I will be personally responsible for the cost of any medical expenses incurred by the participant (s) as a result of participating in any Recreation and Fitness Center activities. This Waiver and Release is binding on my and the participant's heirs, administrators, executors, successors and assigns. In the event that the paricipants (s) require emergency treatment and neither I nor the designed emergency contact can be reached, then I consent to the provision of emergency treatment by a licensed physician or hospital. I have read and understand this paragraph. I gave Wayne State University, its employees and agents the irrevocable right to use my child's, picture, portrait, or photograph in all forms and media and in all manners, including composite, for advertising, for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, which may be created in connection therewith.

Signature _____ Date _____

Printed Name _____