

# Red Hat Training Parental Consent Form for Minors

[Updated July 16, 2005]

Dear Parent or Guardian (“Parent”): Please provide the information below so that we can evaluate whether your Minor child (“Minor”) may attend Red Hat, Inc. (“Red Hat”) training and certification programs (“Red Hat Training”).

## **PARENT OR GUARDIAN INFORMATION AND CONTACTS:**

MINOR NAME: \_\_\_\_\_

PARENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CEL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Parent designates and authorizes an alternate adult who may be a spouse or an unrelated person over age 21 to act as chaperone or alternate contact in case Parent is not reachable at above contacts:

**CHAPERONE/ALTERNATE NAME:** \_\_\_\_\_

PHONE: \_\_\_\_\_

Parent hereby requests to enroll the above named Minor as a participant in the following Red Hat Training courses and/or certification exams (please list by course number):

\_\_\_\_\_

Parent understands and agrees to the following Agreement on behalf of Parent and Minor and must sign and date this Agreement on the last page.

### **1. Eligible Minor**

A Minor is defined as a person under the age of 18. All Minors must have their Parent complete this Agreement and fax to Red Hat prior to enrollment. Minors under thirteen (13) years of age are not eligible to attend Red Hat Training unless accompanied full time by Parent.

### **2. Red Hat Training Is Not a School**

Red Hat's enterprise training and certification services as offered at Red Hat locations in North America and worldwide are not a “school” or “college” and are not accredited by any state or local education bodies. Red Hat Training is private customer training focused on hands-on skills at using Red Hat products and

solutions, designed for technically competent professionals who are customers of Red Hat products and services. Red Hat Training does not position or market its services to minors. No special provisions or amenities or supervision for Minor participants are provided. (Red Hat offers a special educator's program called Red Hat Academy, an academic offering covering RHCE track skills available at participating accredited schools and colleges).

**3. Red Hat Does Not Act *in loco parentis***

Red Hat does not and will not act *in loco parentis* (“in the place of a parent”) with respect to a Minor while on Red Hat premises or in Red Hat Training. This means that Parent is entirely responsible for the care of the Minor at all times, even if Parent decides not to accompany or remain with Minor during Red Hat Training. Red Hat's duty of care for a Minor participant shall be no greater than for an adult participant.

**4. Parent or Chaperone May Accompany Minor**

Parent or chaperone may accompany Minor to Red Hat Training or may allow Minor to attend unaccompanied. Red Hat requires Minor under 13 years of age to be accompanied by Parent or chaperone during Red Hat Training. Upon request Red Hat will provide seating for Parent or designated chaperone to accompany Minor during Red Hat Training. If choice of seating is desired please arrive at least 20 minutes early.

**5. Parent Responsible for Conduct, Care, Supervision and Safety of Minor**

Parent is solely responsible for the conduct, behavior, care, supervision and safety of Minor while Minor is on Red Hat premises or in Red Hat Training whether or not Parent or chaperone accompanies Minor. Red Hat Training is taught on live computer equipment in equipped IT training classrooms with unrestricted access to the Internet. Parent is solely responsible for Minor's use of the Internet during Red Hat Training.

**6. Right of Dismissal**

Red Hat reserves the right to dismiss a participant from any Red Hat Training or certification event if the participant in Red Hat's sole judgment acts inappropriately or disruptively. In case of such dismissal, Red Hat's liability will be limited to the refunding of any fees paid by participant or participant's organization in respect of the Red Hat Training and Red Hat shall not be responsible for any consequential loss or inconvenience arising whatsoever.

In case of dismissal of a Participant who is a Minor unaccompanied by a Parent, Red Hat as a courtesy will make reasonable efforts to contact the Parent and chaperone/alternate adult at the contact numbers supplied by Parent, and notify of the dismissal of Minor.

**7. Terms and Conditions and Payment**

Red Hat Training Terms and Conditions at [www.redhat.com/training](http://www.redhat.com/training) and elsewhere in connection with Red Hat Training shall apply to Minor as if Minor were an adult. Parent and Minor are responsible for Minor's compliance with Terms and Conditions. Parent is responsible for payment for Red Hat Training in accordance with Red Hat's payment terms, as described at [www.redhat.com/training](http://www.redhat.com/training).

**8. Minor to Sign Binding Agreements**

Red Hat Training requires all Participants to sign and enter into a number of agreements including a Non-Disclosure Agreement (“NDA”) that must be signed before taking Red Hat certification exams such as RHCT, RHCE and Endorsement exams for RHCA. The NDA requires the Minor not to disclose any details about the exam to others, either verbally, in print, in electronic form, or on the Internet. Should certification be earned Minor will be required to enter into a trademark usage agreement for the respective certification mark and logo that he/she has earned. These agreements are conventional and similar to those used by many IT certification exams. Copies of these agreements are available at [www.redhat.com/training](http://www.redhat.com/training) or upon request. Parent and Minor are responsible for Minor's compliance with such agreements.

**9. Release**

I, on behalf of myself, my child, our heirs, executors, administrators, successor and assigns, hereby release and discharge Red Hat, its officers, directors, agents, and employees with respect to all activities associated

with, or any damages arising out of the Red Hat Training and from any cause of action of any nature whatsoever arising from my child's participation in the Red Hat Training.

**10. Collection and Use of Information**

I hereby consent and grant permission for Red Hat to collect, use, and transfer to third parties the personally identifiable information as needed for Red Hat to provide the Red Hat Training and, if earned, Red Hat certification credential(s) for my Minor child.

**Understood and agreed:** On behalf of myself and my Minor child I hereby certify that I am the Parent or legal guardian of the Minor named above and that I understand and agree to all the provisions above as a condition of my Minor child registering and attending Red Hat Training and/or taking Red Hat certification exams:

**Parent signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please fax this entire form to: + 1 (919) 754-3713 or e-mail it to [training@redhat.com](mailto:training@redhat.com).**