

HIKE/SLED/TUBE

RELEASE AND WAIVER OF LIABILITY; ASSUMPTION OF RISK

For and in consideration of participation, voluntarily, in (event) _____,
Scheduled from _____, 20____, I, _____

The undersigned, acknowledge, recognize, and agree that:

1. I recognize, acknowledge and understand that risk of injury from any recreational activities, including the indicated event, is possible and potentially significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist;
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation;
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, However, I observe any unusual or significant danger or hazard during my participation in the event or my presence at such event, I will remove myself from any such participation and use reasonably necessary efforts to bring the danger and hazard to the attention of the nearest official or supervisor immediately;
4. I hereby agree to release, waive and forever discharge Rowland Hall-St. Mark's School ("RHSM), and its trustees officers, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers and, if any, owners and lessors of any premises for the event (collectively, the "Released Parties"), from any and all loss, damage, claim, expense, liability or obligation of any kind or nature, including without limitation attorneys' fees, whether at law or in equity, and whether caused by negligence or intentional misconduct of RHSM;
5. I authorize RHSM to act in my behalf in accordance with their reasonable judgment in case of an emergency and, further, agree to assume full responsibility for all expenses, medical or otherwise, resulting there from, with the understanding that RHSM has not and shall not be deemed to have assumed any responsibility or obligation to provide financial or other assistance in the event of any injury or illness;
6. I understand that this release and waiver discharges RHSM from any liability or claim with respect to, except as and to the extent due to the gross negligence or intentional misconduct of RHSM, any bodily injury, personal injury, illness, death or property damage that may result from the indicated event, whether or not caused by RHSM or any other party, and whether by reason of their negligence or otherwise, including without limitation any negligent failure to supervise and/or provide adequate facilities or equipment; and
7. I further agree to indemnify, defend and hold harmless the Released Parties from and against any and all loss, damage, claim, expense, liability or obligation of any kind or nature, including without limitation attorneys' fees, whether at law or in equity, and whether caused by negligence or otherwise, arising from or related to my participation in such event and incurred and/or caused by the undersigned, to the fullest extent permitted by law;

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND ACKNOWLEDGE THAT NO REPRESENTATIONS, STATEMENTS OR AGREEMENTS HAVE BEEN MADE SEPARATE AND APART FROM THIS WRITTEN AGREEMENT. I UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY, FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, SIGNING WHERE INDICATED BELOW.

X _____ Age: _____ Date Signed: _____
Participant's signature

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above of all the Released Parties, and, further, release and agree to indemnify, defend and hold harmless the Released Parties from any and all loss, damage, claim, expense, liability or obligation of any kind or nature, including without limitation attorneys' fees, whether at law or in equity, and whether caused by negligence or otherwise, arising from or related to my child's participation in such event and incurred and/or caused by my child, to the fullest extent permitted my law.

X _____ Emergency Phone: _____ Date Signed: _____
Parent/Guardian's Signature