

Waiver of Liability, General Release, Assumption of Risk and Indemnity Agreement



Academic Year 2017-2018

Participant's Name (please print): _____

Name and Date of Class or Activity: _____

WAIVER - In consideration of being permitted to participate in any way as follows:

hereinafter called "The Activity", I, for myself, and on behalf of _____ (hereinafter "Participant"), my heirs, personal representative or assigns, and any other person or entity having rights with respect to the Participant, do hereby covenant not to sue and forever generally release, waive, and discharge, Fairmont Private Schools, its' officers, employees, agents divisions, affiliates, attorneys, successors, assigns and insurers (collectively "Released Parties") from any and all liability, claims, demands, actions, causes of action, known or unknown, suspected or unsuspected, including but not limited to the Negligence of Fairmont Private Schools, or any of the other Released Parties resulting in personal injury, accident, illnesses and/or death and/or property loss, occurring during and/or arising from, or in connection with, but not limited to participation in The Activity.

I understand photos, video footage, or sound recordings of the Participant's activities during or in connection with The Activity, excluding identifiable names, may be taken and reproduced in brochures, advertisement, electronic publications, website, social media, marketing media or any other published material sponsored by this organization, and hereby consent to such use.

Signature of Participant: _____ Date: ____/____/____

Signature of Parents/Guardians of Minor: _____ Date: ____/____/____

Signature of Parents/Guardians of Minor: _____ Date: ____/____/____

ASSUMPTION OF RISKS:

We/ I understand that participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and strains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

We have read the previous paragraphs and we know, understand and appreciate these and other risks that are inherent in The Activity. We hereby assert that _____ participation is voluntary and that we knowingly assume all such risks.

Print Student Name

PLEASE SEE BACK PAGE

INDEMNIFICATION AND HOLD HARMLESS:

We also agree to INDEMNIFY AND HOLD Fairmont Private Schools and the other Released Parties, HARMLESS from any and all claims, actions, suits, procedures, costs, expense, damages and liabilities, including attorney’s fees and costs brought as a result of _____ involvement in The Activity and to reimburse them for any such expenses incurred.

Print Student Name

SEVERABILITY:

The undersigned further expressly agrees that the foregoing Waiver of Liability, General Release, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

AUTHORIZATION FOR MEDICAL CARE:

Should it be necessary for my child to have medical care while participating in this trip, I hereby give the Fairmont Private Schools personnel and those acting on its behalf, permission to use their judgment in obtaining medical care for the child, and I give permission to the physician or other medical care provider selected to render medical care deemed necessary and appropriate by the medical care provider. I understand that the Fairmont Private School and its affiliated entities have no insurance covering such medical or hospital costs incurred by my child and, therefore any cost incurred for such treatment shall be my sole responsibility.

ACKNOWLEDGMENT OF UNDERSTANDING:

We have read this Agreement, fully understand its terms, and **understand that we are giving up substantial rights, including our right to sue.** We warrant that we have full rights and authority to enter into this Agreement and acknowledge that we are signing the Agreement freely and voluntarily, and **intend by our signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant: _____ Date: ____/____/____

Participant’s Age (if minor): _____

Signature of Parents/Guardians of Minor: _____ Date: ____/____/____

Signature of Parents/Guardians of Minor: _____ Date: ____/____/____