



ACTIVITY CONSENT AND RELEASE

Thomas MacLaren School requires this waiver of all students participating in open gym athletic programs organized or sponsored by Thomas MacLaren School.

PLEASE PRINT THE NAME OF THE CHILD TO WHOM THIS RELEASE APPLIES AND HIS OR HER BIRTH DATE

Student Name

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PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Acknowledgment of Risks. I hereby consent for my child to participate in OPEN GYM sponsored by Thomas MacLaren School. I understand that there are risks associated with participation in OPEN GYM activities, which may include walking, running, and jumping during OPEN GYM. Many risks are inherent in such activities, and these risks cannot be eliminated, altered, or controlled. For example:

- Weather conditions may change rapidly and unpredictably and may cause injury directly (for example, rain or hail storms, sunburn, lightning strikes, cold temperatures, and the like) or by acting upon other factors (for example, performance of equipment may be impaired by weather conditions).

These are some, but not all, of the risks inherent in OPEN GYM activities. A complete listing of inherent and other risks is not possible. There are also many risks which cannot be anticipated.

I consent to my child's participation in all OPEN GYM activities, including those described above. I acknowledge and fully assume the risks associated with these activities. I UNDERSTAND THAT ALL SPORTS, INCLUDING THOSE DESCRIBED ABOVE, INVOLVE THE RISK OF DAMAGE, LOSS, ILLNESS, INJURY, CONTRACTING INFECTIOUS DISEASES, AND DEATH.

Waiver, Release, and Indemnification. I, on behalf of myself and my child, hereby release and waive any claim of liability against Thomas MacLaren School and its officers, directors, leaders, teachers, employees, agents, and volunteers (together, "Released Parties") with respect to any damage, loss, illness, injury, or death related to or arising out of my child's participation in OPEN GYM activities. I also agree to indemnify and hold harmless the Released Parties with respect to any claim asserted by or on behalf of me or my child as a result of damage, loss, illness, injury, or death related to or arising out of my child's participation in activities.

I UNDERSTAND THAT THIS WAIVER AND RELEASE APPLIES TO ALL CLAIMS, INCLUDING CLAIMS ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES, but does not apply to claims of criminal conduct, intentional or reckless tortious acts, or gross negligence.

Medical Consent, Release, and Indemnification. In case of medical need or injury, I understand that Thomas MacLaren School will make reasonable efforts to contact me or my child's emergency contact. In the event that I or my child's emergency contact cannot be reached, I authorize Thomas MacLaren School to arrange for medical services for my child and to release any medical information or records necessary therefor. I understand that I am responsible for any medical and related expenses for my child. I hereby waive and release any claim of liability against the Released Parties arising out of the authorizing of medical treatment under the terms of this consent. I further agree to indemnify and hold harmless the Released Parties for any damages, liability, or costs related to or arising out of the same. **I understand that I am responsible for communicating any food allergies or other relevant medical conditions pertaining to my child to School staff on the School Form titled Annual Health Update.**

Governing Law and Venue. I agree that this Activity Release and Consent shall be governed exclusively by the laws of the state of Colorado. I further agree that any claims arising out of or related to this Activity Release and Consent, including any and all claims arising out of or related to my child's participation in OPEN GYM activities, shall be filed exclusively in El Paso County, Colorado.

Authority to Enter Agreement. By signing this agreement, I warrant that I have the legal power, right, and authority to make this agreement and to bind myself and my child hereto.

This release is revocable, prospectively only, by a writing signed by me that bears the date that the revocation is delivered to the School.

Signature of parent(s) or guardian(s)

Date

Signature

Date

Signature

Printed Name

Printed Name

Parent/Guardian Home number

Parent/Guardian Work number

Parent/Guardian Cell number

Emergency Contact _____

Telephone _____