

AGREEMENT, RELEASE AND WAIVER OF LIABILITY

McDonogh School (“the School”) has established athletic facilities (“the Facility”) to offer participants (“the Participant”) the opportunity to participate in recreational activities (“the Activities”), including practice, safety, training, and participation in athletic activity for pleasure, relationship building, and/or competition.

RELEASE AND WAIVER OF LIABILITY

I, the undersigned, in consideration of participation in the Activities, have read, understand and expressly agree to the following:

A. Risk of Personal Injury.

I understand that there are significant elements of risk associated with participation in the Activities. I understand and acknowledge that certain risks cannot be eliminated due to the nature of the Activities, and that these elements and risks may be causes of injury, illness, permanent disability, trauma, or death. I recognize that the foregoing list of risks are examples of the risks that I assume by using the Facilities and/or participant to use the Facilities, and that Client also assumes risks not specifically listed above. I recognize that the foregoing list of risks are examples of the risks that I am assuming by using the Facilities and/or participating in the Activities and that I am also assuming risks not specifically listed above. I recognize that if I encounter these risks, serious injury or death may result, and I understand that no amount of care, caution, instruction or expertise can eliminate these risks.

Participant’s Parent or Legal Guardian Initials _____

B. Release of all Liability (including negligence).

I AGREE TO FULLY AND FOREVER RELEASE AND DISCHARGE THE SCHOOL, ITS AGENTS, EMPLOYEES, OFFICERS, TRUSTEES AND ALL OTHER PERSONS ACTING UNDER THEIR DIRECTION OR CONTROL (collectively referred to as “the Released Parties”) FROM ANY AND ALL LIABILITY for any damages, injuries, losses, liability, claims or expenses in any way associated with Participant’s participation in the Activities, including any injuries or damages occurring from any negligence of the School or the Released Parties, to myself or any other person or property, and/or participation in Activities. This release includes any loss caused or alleged to be caused, in whole or in part, by the negligence, whether active or passive, of the Released Parties to the fullest extent allowed by law and includes claims for personal injuries, property damage, wrongful death, breach of contract, or any other type of claim.

Participant’s Parent or Legal Guardian Initials _____

(see reverse)

C. Express Assumption of Risks.

I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF PARTICIPATING IN CLIMBING AT THE FACILITY, AND/OR PARTICIPATION IN ACTIVITIES, INCLUDING THE RISK OF SCHOOL'S NEGLIGENCE.

Participant's Parent or Legal Guardian Initials _____

D. Promise Not To Sue and To Hold Harmless.

I AGREE THAT NEITHER I NOR ANYONE ACTING ON MY BEHALF WILL MAKE A CLAIM OR FILE LITIGATION AGAINST THE SCHOOL OR THE RELEASED PARTIES as a result any injury, accident, damage, or loss related to my participation in the Activities. I FURTHER AGREE TO DEFEND AND INDEMNIFY THE SCHOOL AND THE RELEASED PARTIES AND HOLD THEM HARMLESS WITH RESPECT TO ANY CLAIMS, DAMAGES, INJURIES, LOSSES, JUDGEMENTS OR LAWSUITS, including any attorney's fees and costs incurred by the School and Released Parties related to my participation in the Activities or any lawsuits resulting from my participation in the Activities. I agree that my obligation to indemnify and hold the School and Released Parties harmless applies even if the School or Released Parties are deemed negligent. This includes claims for damages or injury that are determined to have been caused by Participant's negligent conduct or intentional misconduct. I understand this is a contract, which limits my legal rights, and it is binding upon me, my heirs and legal representative. If portions of this Agreement, Release and Waiver of Liability are deemed invalid, it is agreed the remaining portions will remain intact and enforceable. By signing this Agreement, Release and Waiver of Liability, the undersigned acknowledges she or he has fully read and understands the above and foregoing.

Participant's Parent or Legal Guardian Initials _____

All Participants under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement, Release and Waiver of Liability: The parent and the Participant have read, understand and agree to comply with this Agreement, Release and Waiver of Liability. By signing this document, the parent or guardian agrees to each of the provisions above, including to indemnify and hold the School, its agents or employees harmless from any and all claims brought by the Participant or resulting from the Participant's actions, whether or not the School, its agents or employees are negligent.

Signature of Parent/Guardian _____

Relation to Participant: _____ Date: _____