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Athletics, Extra- Curricular, & Off Premise Trip Waiver

In consideration of the use of the property, facilities and/or services of **Highlands Latin School**, and the parents, employees, officers, agents, related entities, and volunteers of such, collectively know as (School) in participating or sponsoring activities, including extracurricular and sports programs and the travel related thereto (Activities), the Undersigned agrees as follows:

- 1. **REPRESENTATIVES.** The Undersigned enters into this agreement for himself/herself, his/her heirs, minors, assigns and legal representatives, and students, collectively referred to as (Undersigned).
- 2. **RISK FACTORS**: The Undersigned understands and acknowledges that participation in the Activity and use of equipment, facilities and services involves risks including property damage, bodily damage, or death.
- 3. **ASSUMPTION OF RISK.** The Undersigned **ASSUMES ALL RISKS THAT ARISE FROM THE ACTIVITIES, INCLUDING THE ACT OF OTHERS, AND/OR THE UNAVAILABILITY OF EMERGENCY CARE.** The undersigned understands that the School is not trained to provide medical care, and it is the Undersigned's responsibility to ensure and provide care for any medical conditions or allergies during participation in the Activies.
- 4. **PREREQUISITE SKILLS AND TRAINING.** The Undersigned acknowledges that the student has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe participation in the Activities. If the Undersigned has any questions as to what skills, qualifications or training is necessary to properly participate in the activity, then they shall direct such questions to the appropriate staff member or volunteer.
- 5. **RELEASE**. The Undersigned **RELEASES** the School and agrees **NOT TO SUE OR PURSUE A CLAIM** against the School on account of or in conjunction with any claims, injuries, or damage arising out of the Activities, including those based bodily injury or property damage whether or not caused by the acts, omissions, negligence, or other fault of the parties being released.
- 6. **WAIVER**. The Undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the Undersigned is releasing unknown future claims.
- 7. **INDEMNIFY AND DEFEND.** The Undersigned agrees to **INDEMNIFY AND DEFEND** the School and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the Undersigned's participation in the Activities or this agreement, including but not limited to damages to or destruction of any property of the School, of any others, injury or death of the Undersigned or anyone else or any liability arising from the act or negligent act of the School, the Undersigned or anyone else.
- 8. PAY. The Undersigned agrees to pay for any and all damages to any property caused by the Undersigned.
- 9. **EMERGENCY TREATMENT CONSENT**. The Undersigned, as a participant in the subject Activities, hereby consents to medical treatment in a medical emergency where the Undersigned is unable to consent to such treatment.
- 10. **INSURANCE**. The Undersigned understands that the School **DOES NOT** carry participant insurance of any kind, including medical coverage. It is the Undersigned's responsibility to have physical examination and health insurance for all participants.
- 11. **CANCELLATION AND ARBITRATION**. The Undersigned agree that this waiver shall apply to all School Activities unless the Undersigned notifies the School in writing of cancellation of this waiver. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by confidential, binding arbitration with an arbitrator reasonably agreed upon by both parties, or if one cannot be agreed upon, an arbitrator shall be appointed by the American Arbitration Association. The party initiating the claim must pay the cost of arbitration regardless of the outcome of the dispute.

| The party initiating the claim must pay the cost of arbitration regardless of the outcome of the dispute. | |
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| Medical Permission | |
| The School administer (check all that apply): [] Antacid [] Acetaminophen (Tylenol) [] Ibuprofen (Advil, Motrin) [] Cough Drops [] Diphenhydramine (Be | nadryl) |
| CONSENT AND RELEASE ON BEHALF OF MINOR: I am the parent and/or legal guardian of the al minor. I have read and understand the agreement involves surrendering valuable legal rights of the minor and myself. bound by all terms of this agreement. I also give my consent to the participation in the Activity by the minor. | |
| Signature of all Parents/Guardians | |
| Date: | |
| Date: | |
| PLEASE ATTACH A COPY OF YOUR CHILD'S HEALTH INSURANCE CARD | |

Highlands Latin School Emergency Contact Information

| NAME | | | |
|--|----------------------------|---|-------------|
| | | | |
| | | ZIP | |
| Father | | Mother | |
| HOME PHONE: | | HOME PHONE: | |
| CELL PHONE: | | CELL PHONE: | |
| WORK PHONE: | | WORK PHONE: | |
| Health Insurance P Group # ID# our child have allergic reacti | | If so, what type of reaction and how is | |
| Group # ID# | | | |
| Group # ID# | | | |
| Group # ID# our child have allergic reacti | ons to food or medication? | | it treated? |
| Group # ID# our child have allergic reacti | ons to food or medication? | If so, what type of reaction and how is | it treated? |
| Group # ID# our child have allergic reacti | ons to food or medication? | If so, what type of reaction and how is | it treated? |