

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AND PARENTAL CONSENT AGREEMENT**

IN CONSIDERATION of being permitted to participate in any way in the activities described below, and any related events, _____ (“Participant”) and _____ (“Parent/Guardian”) (if participant is under the age of 18) for ourselves, personal representatives, assigns, heirs, and next of kin:

1. **We acknowledge and consent** to the participant’s participation in a sporting activity, field trip, backpacking trip, mountain trip, skiing or snowboarding trip, rock climbing or mountaineering session, white water rafting, canoeing or other activity under the sponsorship or arrangement of Solebury School (the “Activities”), specifically described as follows:

2. **Agree, and represent** that we understand the nature of the Activities and that Participant is qualified, in good health, and in proper physical condition to participate in such activities. We recognize that Solebury School has made no representations or guarantees as to the Participant’s proficiencies, levels of attainment or abilities to engage in the Activities without suffering injury now or in the future.

3. **Fully Understand** that: (a) the Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death (“Risks”); (b) these Risks may be caused by Participant’s own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, travel by motor vehicle to or from the Activity or during the Activity, travel in mountainous terrain, exposure to the forces of nature, and possible accident or illness in remote places without available medical facilities, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and we fully accept and assume all such risks and all responsibility for losses, costs, and damages we incur as a result of Participant’s participation in the activities.

4. **Hereby release, discharge, and covenant not to sue** the Solebury School, its administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activities take place, (“Releasees”) from all liability, claims, demands, losses, or damages on account of the undersigned caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and we further agree that if we, or anyone on our behalf, makes a claim against any of the Releasees, we will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

Initials: _____

5. **Hereby acknowledge** that the person(s) in charge of the Activities, which shall include teachers, counselors and chaperones, shall have the power to consent to necessary medical care for the Participant, pursuant to the Parental Authorization for Medical Treatment that I previously executed.

WE HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant:		
Address: (Street)		
(City)	(State)	(Zip)
Participant's Signature:		
Phone:	Date:	

If Participant is under the age of 18:

Printed Name of Parent/Guardian:		
Address: (Street)		
(City)	(State)	(Zip)
Parent/Guardian Signature:		
Phone:	Date:	

Initials: _____