

**Release and Waiver of Liability and Jury Trial,
Assumption of Risk, and Indemnity Agreement**

This document must be signed by all parents or legal guardians and the participant.

By signing this document you will waive certain legal rights including the right to sue or claim compensation following an accident, injury or death. Please read carefully.

As the parent and/or legal guardian of _____ (“My Child”), on my own behalf and that of My Child, for and in consideration of permitting My Child to enroll and participate in the _____ program at The Harvey School, I hereby voluntarily and with full knowledge assume all risks and dangers associated with the Harvey _____ Program **even if due to the NEGLIGENCE** of The Harvey _____ Program, my child’s own School, and any of their respective administrators, trustees, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Harvey _____ Program takes place, (each considered one of the “RELEASEES” herein). These risks and dangers include, but are not limited to, serious bodily injury, permanent disability, paralysis, and death, which may be caused by my own actions, or inactions, those of My Child, those of others participating in the Harvey _____ Program, the conditions in which the Harvey Program takes place, or the **NEGLIGENCE or other conduct of the RELEASEES** named above; and that there may be other risks either not known to me or My Child not readily foreseeable at this time; and I fully understand and accept and assume all such risks and all responsibility for losses, cost, and damages I or My Child incur as a result of My Child’s participation in the Harvey _____ Program.

I further fully acknowledge and represent that:

- (1) I understand the nature of the Harvey _____ Program;
- (2) The Harvey School will provide oversight for the Harvey Athletic Program, and for students from outside schools enrolled in Harvey Athletics (during the time such students are participating in the Program);
- (3) I understand that participating in athletics can be physically demanding, involve violent contact which includes, among other risks, a significant risk of violent physical collisions, physical injury or death;
- (4) My Child is mentally and physically capable of following directions and participating in the Harvey Athletic Program;
- (5) If I or My Child believes that any conditions are unsafe, I will immediately discontinue My Child’s participation in the Harvey Athletic Program; and
- (6) I carry adequate medical insurance on My Child. I give my consent to The Harvey School to provide medical attention, services, transportation, and emergency medical services as are deemed to be warranted.

RELEASE FROM LIABILITY AND JURY WAIVER

I understand the nature of the above referenced activities and My Child’s experience and capabilities and believe My Child to be qualified in such activity. I hereby release, discharge, and covenant not to sue the RELEASEES from all liability, claims, demands, injuries, losses or damages on my or My Child’s account caused or alleged to have been caused in whole or in part by **RELEASEES’ NEGLIGENCE, FAULT, ACTS OR OMISSIONS** and further agree that if, despite this release, I, My Child, or anyone on My Child’s behalf makes a claim against any of the RELEASEES, **I WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS** each of the RELEASEES from any litigation expenses, attorney fees, loss liability, damage, or cost any RELEASEE may incur as the result of any such claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I and My Child have given up substantial rights by signing it and have signed it voluntarily, freely and without 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 RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I UNDERSTAND AND ACCEPT THE CONTENT and INTENT OF THIS DOCUMENT TO FULLY ASSUME ALL RISK and WE WILL NOT PURSUE LEGAL REMEDY FOR INJURY OR LOSS. WE WAIVE ANY RIGHT TO A JURY TRIAL. WE VOLUNTARILY SIGN IN ACCEPTANCE.

_____	Date: _____
Printed Name of Parent/Guardian	
_____	Date: _____
Parent/Guardian’s Signature	
_____	Date: _____
Printed Name of Parent/Guardian	
_____	Date: _____
Parent/Guardian’s Signature	
_____	Date: _____
Printed Name of Participant	
_____	Date: _____
Participant’s Signature	