

GOOD SHEPHERD EPISCOPAL SCHOOL

GENERAL RELEASE AND INDEMNITY AGREEMENT

Good Shepherd Episcopal School (GSES) has installed a rock wall in Trinity Hall. It is the belief of GSES that, in addition to providing an additional opportunity for students to get physical exercise, obtain additional outdoor activity training, and have fun, this rock wall will help increase students' confidence. However, GSES also acknowledges that a major component of confidence building is overcoming risks, such as those posed by the rock wall. Accordingly, by signing this Agreement you are acknowledging that rock wall climbing is a risky activity and that, in spite of any and all precautions which can be taken, climbers can get injured, and while we hope it never occurs, there is even a risk of death. For that reason, before any student will be permitted to participate in activities involving the rock wall (the "Activity"), GSES requires that parents/guardians execute and return this Release and Indemnity Agreement. **Please carefully read the release to understand its terms. It includes a release of claims against the GSES, including a release of claims caused by the negligence or strict products liability of GSES.** It involves the release of possible legal rights you, your spouse, your child, or anyone else may otherwise have in the future as a result of participating in the Activity. **If you or your child use the rock wall without signing below, it is without the knowledge of GSES and you are deemed to have accepted these terms by using it. If you do not agree to these terms, do not participate. This release shall not expire or terminate until you have notified GSES in writing of your desire to terminate the same.** No one has authority to waive the requirement that you sign this release for your child to use the rock wall. Please carefully read and sign the Release of Liability below:

I am the parent or legal guardian of _____ [name of student].
I am over the age of eighteen, am of sound mind, and am legally authorized to sign this Agreement and by signing I bind said minor child to the terms of this Agreement.

In exchange for GSES allowing me and/or my child to participate in the Activity, I knowingly, freely and voluntarily, for myself, my child, my heirs, personal representatives and assigns, indemnify, hold harmless, release and discharge GSES, its governing board, agents, employees, volunteers and officers, from any and all related claims, demands, liabilities, actions, judgments, expenses (including attorneys' fees and costs of defense), and executions which may be made by reason of any personal injury to myself or my child (including, but not limited to, serious bodily injury or death), or damage to property sustained by myself or my child, caused by any act, neglect, default, or omission of any person, firm, or corporation, directly or indirectly associated with the Activity, arising, growing out of, or connected to, directly or indirectly, participation in or association with the Activity or other activities identified above, **including but not limited to, the negligence, whether by act or omission, of GSES and/or its representatives, agents or employees and/or the strict liability of GSES and/or its representatives, agents or employees.**

I understand that the services and facilities being made available to me and my child related to the activity are being made available on an “as-is” basis, and that there are no warranties, implied or express, with regard to the merchantability, fitness for a particular purpose, performance in a good and workmanlike manner, or otherwise in relation to the services, facilities and services being made available to me by GSES. **I acknowledge that there are no warranties, express or implied, being offered in relation to the services, products or facilities being made available to me or my child by GSES or through any activities sponsored, advertised, operated or supported, in any way, by GSES.**

I understand that GSES may not provide health and/or accident insurance for participants.

I warrant by my signature that I am authorized to sign this release. I further agree to indemnify and defend GSES if I am not authorized to sign and legally bind the individual named herein to the terms of this agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I, MY CHILD, AND MY HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, MAY HAVE AGAINST GSES.

I sign this document voluntarily and without inducement:

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Month/Day/Year