



ST. MARY ACADEMY - BAY VIEW

ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM.

Please print

Participating Student Name: _____

Parent or Legal Guardian Name: _____

PLEASE READ CAREFULLY BEFORE SIGNING THIS ACKNOWLEDGEMENT, WAIVER, AND RELEASE FROM LIABILITY:

1. ASSUMPTION OF THE RISK. The undersigned assumes all risks which are foreseeable and involved with or may arise out of the above-identified student's voluntary participation in any St. Mary Academy-Bay View athletic program, sport or activity (hereinafter "athletic activities"). This assumption of risk includes, but is not limited to, risks associated with the negligent and/or willful and wanton acts of others, the criminal and or intentional acts of others, the omission of an act of another, a defect or condition of the premises at which the athletic activities are held, a defect in the vehicles used for transport, or the unavailability of emergency care. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful or wanton misconduct of any officials, officers, employees, or agents of St. Mary Academy-Bay View.

2. RELEASE. The undersigned releases St. Mary Academy-Bay View and all of its officers, trustees, employees and agents and hereby agrees not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or costs or expenses arising out of the athletic activities including those claims, causes of action, injuries, illnesses, damages, and/or costs or expenses associated with property damage, bodily injury or death resulting from participation in the athletic activities whether or not caused by the negligence or other fault of the parties being released.

3. WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause 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 or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims.

4. INDEMNITY AND DEFEND. The undersigned agrees to indemnify and defend St. Mary Academy-Bay View, and all of its officers, trustees, employees and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action for damages to or destruction of any property of the indemnitee or any others, injury or death that may result to the undersigned, the participating student, or anyone else.

5. REPRESENTATIVES. The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives and on behalf of the participating student, his/her heirs, assigns and legal representatives.

6. INSURANCE. The undersigned understands that St. Mary Academy-Bay View does not carry insurance to cover any possible losses the undersigned and/or the participating student may incur as a result of his or her voluntary participation in the athletic activities. The undersigned and the participating student are encouraged to ensure that the participating student undergoes a physical exam and is covered by health insurance prior to any and all participation.

7. MEDICAL CARE: I understand and agree that St. Mary Academy-Bay View may not be able to provide medical personnel at all events. I hereby give my consent to have an athletic trainer, a fellow participant, an adult supervisor, emergency medical personnel, and/or a doctor of medicine or dentistry or associated personnel to provide me or the participating student with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I also agree to save and hold harmless and indemnify St. Mary Academy-Bay View from all liability, loss, costs, claims, lawsuits, or damages, whatsoever, including injury, death, or property damage, which may be imposed upon St. Mary Academy-Bay View because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the released parties in rendering aid.

8. COMMUNICABLE DISEASES: I understand that participation in the athletic activities may increase the risk of contracting a communicable disease, including but not limited to COVID-19; by signing below I acknowledge and accept the risks of participation. I agree to abide by the directives of St. Mary Academy-Bay View designed to lower the risk of transmission of communicable diseases, such as the wearing of masks, social distancing, washing hands, non-sharing of equipment, wiping down all shared equipment after each use, limitation of spectators as necessary, etc. and to ensure that the participating student is aware of and agrees to comply with the directives. By signing below, I hereby release and hold harmless St. Mary Academy-Bay View, their officials, agents and employees from any and all claims arising from the contraction of a communicable disease, including but not limited to COVID-19, while participating in the athletic activities. I further agree and understand that my or the participating student's failure to adhere to the directives of the school as contemplated by this section may forfeit the student's ability to participate in athletic activities.

9. The protections provided by this Assumption of Risk, Waiver, and Release from liability only enhance those protections already provided by the laws of Rhode Island.

10. ACKNOWLEDGEMENT. THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT PARTICIPATION IN THE ATHLETIC ACTIVITIES IS VOLUNTARY.

Name of Student (Print) _____ Student's DOB _____

Signature of Student _____ Date _____

Name of Parent/Guardian (Print) _____

Signature of Parent/Guardian _____ Date _____

<NOTARY SEAL> _____ Signature of Notary Public _____

This form must be completed by all students intending to participate in any St. Mary Academy - Bay View sport. All minor students must sign and have a parent or legal guardian also sign.

All forms are to be notarized and returned to the school office.