



ATHLETICS

PERMISSION FOR PARTICIPATION IN THE ATHLETICS PROGRAM AT CARDIGAN MOUNTAIN SCHOOL

STATEMENT OF INFORMED CONSENT, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT

I, _____ give permission for my son _____ (the "Student") to participate in the Athletics Program (the "Athletics Program") at Cardigan Mountain School ("CMS"). The Student may chose the sport in which he wants to participate, and I and the Student acknowledge that certain sports present greater risks of injury than other sports. Schedule A contains a full list the sports offered at CMS, from which the Student may choose for each season.

In consideration of CMS providing the services and facilities and for the Student being allowed to engage in the Athletics Program and other valuable consideration, the receipt and sufficiency of which the undersigned acknowledges, intending to be legally bound, KNOWINGLY AND VOLUNTARILY EXECUTES THIS LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT (this "Agreement") on behalf of myself and my son and my personal representatives, heirs, and next of kin, represent, covenant, and agree as follows:

1. Acknowledgment and Assumption of Risk. Enrollment at CMS is strictly voluntary and is at my request and the request of the Student. The choice of sport within the Athletics Program is solely that of the Student. Some of the sports in the Athletics Program involve inherent and other serious risks. Some, but not all, of those risks are described on Schedule B to this Agreement. The Student and I have read and understand those risks and also understand that there are additional risks not on that list. The Student and I understand that the dangers and risks of participating in certain sports offered in the Athletics Program include a high degree of risk of serious neck, spinal, and traumatic brain injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, serious injury to all bones, joints, ligaments, muscles, tendons, and other aspects of the skeletal system, and serious injury or impairment to other aspects of the body, general health and well-being or even death. The Student's participation in the Athletics Program can be strenuous and dangerous and may require a certain degree of physical condition, ability, maturity, and skill. I am solely responsible for determining my Student's suitability to participate in each particular sport in the Athletics Program and accept that responsibility. My student has the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the Athletics Program while enrolled at CMS.

I share responsibility for my Student's safety and both I and my Student will follow instructions of coaches, advisors, and medical personnel, make reasonable decisions, and act responsibly. CMS cannot guarantee my Student's safety while enrolled at CMS and cannot eliminate all of the risks associated with the Athletics Program. My Student chooses to participate in his chosen sport each season and I allow my Student to participate in such sports despite all risks. **I assume all inherent and other risks and accept responsibility for any personal injury, illness, disability, emotional distress, and death that my Student may suffer, whether described in this document or not.**

2. Waiver and Release of Claims. The undersigned hereby expressly waive, release, discharge, and renounce any claims against CMS, its faculty, trustees, directors, officers, employees, and agents (collectively, the "Releasees"), for any and all damages, actions, causes of action, liabilities, claims and demands whatsoever, including without limitation, any claims or damages resulting from injury to property or person, including death, which the Student may ever have, arising out of his/her participation in the Athletics Program, including traveling to and from a particular game or event, and whether or not such loss or injury is caused by the negligence of the Releasees or any of them. Because the Athletics Program can be inherently dangerous and involve the risk of serious injury, death or property damage, I and the Student expressly agree that this Agreement and the waiver contained herein, is intended to be as broad and inclusive as is permitted by the laws of the State of New Hampshire.

3. Covenant Not to Sue. The undersigned hereby expressly agree that they shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against CMS or other Releasees arising out of the Student's participation in the Athletics Program.

4. Indemnification. The undersigned hereby expressly agrees to indemnify, defend (with counsel reasonably acceptable to CMS), and hold harmless CMS and other Releasees from and against any and all claims, losses, damages, liabilities, and expenses (including settlement costs and any reasonable legal or other expenses for investigating or defending any actions or threatened actions) CMS may incur in connection with any action, claim or dispute arising out of the Student's participation in the Athletics Program, whether or not such claim is caused by the negligence of the Releasees or any of them.

5. Consent to Medical Treatment and Release. CMS in no way insures, guarantees, or otherwise maintains responsibility for any medical treatment the Student may require during his participation in the Athletics Program. I have provided all requested medical and insurance information and have signed the required Medical Authorization and Release forms.

6. Jurisdiction and Venue. This Agreement shall bind and inure to the benefit of the Student and his heirs, executors, administrators, legal representatives, successors and assigns. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire without regard to the conflict of laws principles. The undersigned parents/guardians and the Student submit to personal jurisdiction within the courts of the State of New Hampshire. The exclusive venue for resolving disputes arising in connection with this Agreement shall be in state or federal court in the State of New Hampshire.

7. No Modification or Revocation of Waiver; One Agreement. Any modification of this Agreement must be in writing and signed by the party to be bound by the modification. The Student and his/her parents/guardians may not terminate or revoke this Waiver. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

8. Severability. The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed subsequent to the invalid provision being expunged.

9. Enforcement Costs and Attorneys' Fees. In the event that any costs and expenses (including reasonable attorneys' fees) are incurred to enforce any covenant contained in or defend against any claim waived or released in this Agreement, the Student and I, his parents/guardians will pay such costs and expenses.

10. Signatures

By signing below, I am agreeing to all of the provisions listed above. This Agreement must be signed and returned to the Registrar prior to the Student engaging in the Athletics Program.

I HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Parent/Guardian #1

Date

Signature of Parent/Guardian #2

Date

Signature of Participating Student

Date

SCHEDULE A

Available Sports at CMS

FALL

Football
Soccer
Cross country running
Mountain biking

WINTER

Basketball
Hockey Wrestling
Alpine skiing
Nordic skiing
Snowboarding
Recreational/instructional
skiing and snowboarding

SPRING

Baseball
Lacrosse
Tennis
Sailing
Non-competitive rock
climbing
C.O.R.E. (outdoor expeditions)

SCHEDULE B

Inherent Risks

Participation in the Athletics Program has the potential to expose Students to the following risks:

- Death
- Head trauma (including traumatic brain injury) and facial injuries
- Fractures, dislocations, sprains, strains and other soft tissue injuries
- Contusions, lacerations, abrasions, and various forms of blunt force trauma
- Complications associated with exposure to weather and physical exertion
- Impacts with other individuals or participants and/or their equipment—including high- speed impacts with great force
- Perils and hazards arising from other guests
- Perils and hazards arising from natural features, plants, animals, insects, wet surfaces, tripping hazards and other types of contact with man-made and natural features
- Perils and hazards arising from equipment failure or malfunction and potential misjudgment by staff
- Falls from heights and obstacles
- High speeds and sudden stops
- Trauma resulting from being fully supported in a harness for an extended period
- Colliding with rocks, trees, ground, and other objects, both on the surface or subs-surface
- Steepness of the terrain, jumps, ramps, terrain elements
- Uneven snow or ice conditions whether natural or machine-made
- Tripping, collisions, falling, avoiding other trail users, trees, poles, and obstacles
- Situations where other participants will be involved in providing safety support to a person
- Opportunities to become lost
- Unpredictable weather

Sailing and other water-based activities also expose Students to the additional risks of:

- Drowning or other complications associated with immersion in water
- Falling into water and/or swimming in turbulent water
- Becoming pinned or entrapped by items or obstacles in/on the water
- Colliding with rocks, boats and other items in the water
- Falling while entering or exiting any boats
- Injuries caused by accidents involving motorized watercraft



ACTIVITIES

PERMISSION FOR PARTICIPATION IN GENERAL CAMPUS ACTIVITIES AND ACTIVITIES PROGRAMS

STATEMENT OF INFORMED CONSENT, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT

I, _____ give permission for my son _____ (the "Student") to participate in general campus activities and activities programs, including but not limited to the Clubs, Jobs, Community Service, and Weekend Activity Programs, (the "Activities") at Cardigan Mountain School ("CMS"). The Student may choose the activity in which he wants to participate, and I and the Student acknowledge that certain sports and activities present greater risks than others. Schedule B contains a list of some of the Activities offered at CMS.

In consideration of CMS providing the services and facilities and the Student being allowed to engage in the Activities and other valuable consideration, the receipt and sufficiency of which the undersigned acknowledges, intending to be legally bound, KNOWINGLY AND VOLUNTARILY EXECUTE THIS LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT (this "Agreement") on behalf of myself and my son and my personal representatives, heirs, and next of kin, represent, covenant, and agree as follows:

1. Acknowledgment and Assumption of Risk. Enrollment at CMS is strictly voluntary and is at my request and the request of the Student. The choice of Activities and/or sports is solely that of the Student. Some of the Activities in which my child may participate while enrolled at CMS involve inherent and other serious risks. Some, but not all, of those risks are described on Schedule A to this Agreement. The Student and I have read and understand those risks and also understand that there are additional risks not on that list. The Student and I understand that the dangers and risks of participating in Activities include the risk of serious neck, spinal, and traumatic brain injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, serious injury to all bones, joints, ligaments, muscles, tendons, and other aspects of the skeletal system, and serious injury or impairment to other aspects of the body, general health and well-being or even death. The Student's participation in any Activities can be strenuous and dangerous and may require a certain degree of physical condition, ability, maturity, and skill. I am solely responsible for determining my Student's suitability to participate in any Activities and accept that responsibility. My student has the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in any Activities while enrolled at CMS. CMS cannot guarantee my Student's safety while enrolled at CMS and cannot eliminate all of the risks associated with the Activities. My Student chooses the Activities he will participate in and I allow my Student to participate in his chosen Activities despite all risks. **I assume all inherent and other risks and accept responsibility for any personal injury, illness, disability, emotional distress, and death that my Student may suffer, whether described in this document or not.**

2. Waiver and Release of Claims. The undersigned hereby expressly **waive, release, discharge, and renounce any claims** against CMS, its faculty, trustees, directors, officers, employees, and agents (collectively, the "Releasees"), for any and all damages, actions, causes of action, liabilities, claims and demands whatsoever, including without limitation, any claims or damages resulting from injury to property or person, including death, which the Student may ever have, arising out of his/her participation in the Activities, including traveling to and from the Activity, if necessary, and whether or not such loss or injury is caused by the negligence of the Releasees or any of them. Because the Activities can be inherently dangerous and involve the risk of serious injury, death or property damage, I and the Student expressly agree that this Agreement and the waiver contained herein, is intended to be as broad and inclusive as is permitted by the laws of the State of New Hampshire.

3. Covenant Not to Sue. The undersigned hereby expressly agree that they shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against CMS or other Releasees arising out of the Student's participation in the Activities.

4. Indemnification. The undersigned hereby expressly agrees to indemnify, defend (with counsel reasonably acceptable to CMS), and hold harmless CMS and other Releasees from and against any and all claims, losses, damages, liabilities, and expenses (including settlement costs and any reasonable legal or other expenses for investigating or defending any actions or threatened actions) CMS may incur in connection with any action, claim or dispute arising out of the Student's participation in the Activities, whether or not such claim is caused by the negligence of the Releasees or any of them.

5. Consent to Medical Treatment and Release. CMS in no way insures, guarantees, or otherwise maintains responsibility for any medical treatment the Student may require during his participation in the Activities. I have provided all requested medical and insurance information and have signed the required Medical Authorization and Release forms.

6. Jurisdiction and Venue. This Agreement shall bind and inure to the benefit of the Student and his heirs, executors, administrators, legal representatives, successors and assigns. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire without regard to the conflict of laws principles. The undersigned parents/guardians and the Student submit to personal jurisdiction within the courts of the State of New Hampshire. The exclusive venue for resolving disputes arising in connection with this Agreement shall be in state or federal court in the State of New Hampshire.

7. No Modification or Revocation of Waiver; One Agreement. Any modification of this Agreement must be in writing and signed by the party to be bound by the modification. The Student and his/her parents/guardians may not terminate or revoke this Waiver. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

8. Severability. The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed subsequent to the invalid provision being expunged.

9. Enforcement Costs and Attorneys' Fees. In the event that any costs and expenses (including reasonable attorneys' fees) are incurred to enforce any covenant contained in or defend against any claim waived or released in this Agreement, the Student and I, his parents/guardians will pay such costs and expenses.

10. Signatures

By signing below, I am agreeing to all of the provisions listed above. This Agreement must be signed and returned to the Registrar prior to the Student engaging in the Activities.

I HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Parent/Guardian #1

Date

Signature of Parent/Guardian #2

Date

Signature of Participating Student

Date

SCHEDULE A

The Activities could potentially expose the Student to the following risks:

- Death
- Head trauma (including traumatic brain injury) and facial injuries
- Fractures, dislocations, sprains, strains and other soft tissue injuries
- Contusions, lacerations, abrasions, and various forms of blunt force trauma
- Complications associated with exposure to weather and physical exertion
- Impacts with other individuals or participants and/or their equipment—including high- speed impacts with great force
- Perils and hazards arising from other guests
- Perils and hazards arising from natural features, plants, animals, insects, wet surfaces, tripping hazards and other types of contact with man-made and natural features
- Perils and hazards arising from equipment failure or malfunction and potential misjudgment by staff
- Falls from heights and obstacles
- High speeds and sudden stops
- Trauma resulting from being fully supported in a harness for an extended period
- Colliding with rocks, trees, ground, and other objects, both on the surface or subs-surface
- Steepness of the terrain, jumps, ramps, terrain elements
- Uneven snow or ice conditions whether natural or machine-made
- Tripping, collisions, falling, avoiding other trail users, trees, poles, and obstacles
- Situations where other participants will be involved in providing safety support to a person
- Opportunities to become lost
- Unpredictable weather
- Drowning or other complications associated with immersion in water
- Falling into water and/or swimming in turbulent water
- Becoming pinned or entrapped by items or obstacles in/on the water

SCHEDULE B

Examples of available Activities at CMS. Activities include, but are not limited to, the examples below.

CLUBS/JOBS

Skateboarding
Polar Bear (swimming) Pond
hockey
Weight lifting Kayaking
or boating Golf
Kitchen duty
Trail clearing

WEEKEND and FIELD

TRIPS
Paintball
Skiing Hiking
Water park
CORE (outdoor expeditions)
Academic field trips Camping
Ocean swimming

GENERAL

Sledding
Rollerblading
Climbing/jumping/running
Skiing/snowboarding Biking
Ice skating
Snow/land-based recreational
activities
Woodworking
Water sports
Campfires



Cardigan Mountain School Johnson-Wakely Fitness Center Annual Student Use Agreement (2020-2021)

(MUST BE SIGNED BY PARENT AND STUDENT)

Johnson-Wakely Fitness Center Rules:

- 1) Anyone under the age of 18 must be supervised by an authorized adult at all times in order to use the fitness center.
- 2) Anyone using the fitness center must sign in and out at each visit.
- 3) Clean athletic shoes and appropriate athletic attire must be worn at all times.
- 4) Please use the fitness center for its intended purpose only. No horseplay or fooling around in the fitness center at any time.
- 5) No food, gum, or drinks (other than water) allowed in the fitness center at any time.
- 6) TV & stereo programming and adjustments should be done by adults only.
- 7) All equipment must be cleaned and put back in its proper location directly after use.
- 8) Always leave the fitness center cleaner than you found it. Please make use of the cleaning stations to sanitize all equipment after each use.
- 9) All equipment must be used properly, with all safety measures in place, including spotters, weight collars, and proper braces for squat and bench racks.
- 10) At all times encourage and support other users and abide by our school's core values.

I understand and agree to the above-stated rules and regulations for the Johnson-Wakely Fitness Center. I understand that failure to abide by these rules will result in loss of fitness center privileges.

NAME (STUDENT): _____ SIGNATURE: _____ DATE: _____

Johnson-Wakely Fitness Center Assumption of Risk and Release Form:

Student Initials:

_____ I understand and am aware that strength, flexibility, and aerobic exercise, including use of equipment, is a potentially hazardous activity, and I am voluntarily using the Johnson-Wakely Fitness Center with knowledge of the dangers involved. I will exercise within the limits determined by my physician and my knowledge of my own health status. I hereby agree to expressly assume any and all risk of injury.

_____ I understand that it is strongly recommended to get medical clearance from a qualified physician prior to participating in any form of exercise. Should I choose not to do so, I hereby agree to expressly assume any and all risk of injury.

_____ I understand that it is strongly encouraged to utilize a buddy system when using the fitness center.

_____ In consideration of my being allowed to use the Johnson-Wakely Fitness Center, I do hereby waive, release, and forever release Cardigan Mountain School, and its officers, trustees, agents, and employees from any and all responsibility or liability for injuries or damages resulting from my use of the fitness center. I understand and agree to the above-stated Assumption of Risk and Release:

NAME (STUDENT): _____ SIGNATURE: _____ DATE: _____

PARENT: _____ SIGNATURE: _____ DATE: _____