



## ELGIN ACADEMY WAIVER AND RELEASE

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

### **Physician/Hospital Release**

If I, as the parent/guardian listed, cannot be contacted immediately in the event of injury or illness, I give my consent for Elgin Academy to take such action as may be deemed necessary, including but not limited to arranging for the transfer to an appropriate facility for medical care and treatment. I also give my consent for Elgin Academy to provide the necessary medical consent to health care providers to take whatever action is deemed appropriate for the care of my child until such time as I am available to communicate with the health care providers concerning my child's condition. I also release Elgin Academy from any and all liability concerning any actions it, through its personnel, takes to ensure appropriate medical care and treatment is provided to my child in the event of an emergency, and recognize that the Elgin Academy is only acting as my agent in regard to providing consent for transportation, care and/or treatment to students in event of a medical emergency. This authority shall remain in effect for the current school year.

### **Parent/Student Waiver, Release, And Acknowledgment of Risk For Elgin Academy**

The undersigned are the parents or legal guardians. The Student is enrolled at Elgin Academy, an Illinois not-for-profit corporation (the "Academy"). As a student at the Academy, the Student will have an opportunity to participate in various functions and extra-co-curricular activities including, without limitation, physical education training, field trips, athletic events, plays, summer programs and school programs (collectively "School Activities"). In consideration of the Academy accepting the enrollment of the Student and/or permitting the Student to participate in School Activities, the undersigned hereby agree as follows:

1. On behalf of the Student, the undersigned, and our respective heirs and personal representatives, hereby voluntarily release, waive and forever discharge the Academy and its Trustees, administrators, employees, volunteers, and agents (collectively the "Academy Personnel") from any and all claims or causes of action arising out of the Student's participation in School Activities or the use by the Student of any facilities, equipment, or vehicles of the Academy or its Personnel; excluding, however, from this Waiver, Release and Acknowledgment

of Risk any claim or damage arising out of the intentional neglect or willful and wanton misconduct of the Academy Personnel.

2. The undersigned acknowledge that participating in School Activities may involve both known and unforeseen risks arising from the School Activity itself or from matters ancillary thereto (such as, by way of example only, transportation to and from such School Activities) which could result in physical injury or death to the Student or damage to the Student's property. On behalf of the Student, the undersigned hereby knowingly accept and assume such risks and voluntarily and freely choose to incur such risks.

3. The undersigned certify that they have adequate insurance to cover any injury the Student may suffer while participating in School Activities and acknowledge that the Academy shall not be obligated to pay same.

4. The undersigned further certifies that the Student has no medical or physical conditions which could interfere with the Student's safety or health while participating in School Activities except as specifically set forth above. The Academy may rely on this certification without further investigation.

5. The undersigned acknowledge that they have had sufficient opportunity to read this entire document, that the undersigned have read and understood it, and agree to be bound by its terms.

6. This Waiver, Release and Acknowledgment of Risk shall be in force commencing with the date hereof and ending on the first to occur of (i) the graduation or withdrawal of the Student from studies at the Academy or (ii) 30 days following delivery to the Academy of our written notice terminating this Waiver, Release, and Acknowledgment of Risk. No such termination shall impair the validity of this Waiver, Release and Acknowledgement of Risk with respect to any matter occurring prior to the date of such termination. In the event that written notice of the termination of this Waiver is received by the Academy, the Student will not be permitted to participate in School Activities.

7. This Waiver, Release and Acknowledgment of Risk shall be governed and construed under the laws of the State of Illinois.

The student has my permission to: a) use all playground equipment under staff supervision; b) be included in pictures and video connected with Elgin Academy's program in advertisements and on the school website; c) be recorded during class for remote learning purposes; these recordings will be used for school use only and will not be sold to a third party; d) attend all Elgin Academy field tips. I agree to abide by all of the policies and procedures outlined in the handbook.

Parent Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_