



***ATHLETICS AND OTHER ACTIVITIES
RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT***

Student Name: _____

As the parents or legal guardians (collectively, “I”) of the above-referenced student, (the “Student”), I give permission for the Student to participate in general campus activities and programs, including but not limited to the Athletics, Activities, and Weekend Activity Programs, (the “Activities”) at Cardigan Mountain School (“CMS”). Schedule A contains a list of Athletic and other Activities offered at CMS.

In consideration of CMS providing the services and facilities and the Student being allowed to participate in the Activities and for other valuable consideration, the receipt and sufficiency of which I acknowledge, and intending to be legally bound, I KNOWINGLY AND VOLUNTARILY EXECUTE THIS LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT (this “Agreement”) on behalf of myself and the Student and my personal representatives, heirs, and next of kin. I represent, covenant, and agree to the terms outlined in this Agreement.

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 the Student may participate while enrolled at CMS 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’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 by signing this Agreement, I have assessed that the Student has the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in any Activities. I understand that CMS cannot guarantee my Student’s safety while enrolled at CMS and cannot eliminate all of the risks associated with the Activities.
2. Waiver and Release of Claims. On behalf of myself and my the Student, I 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, but does not include claims for intentional wrongdoing. Because the Activities can be inherently dangerous and involve the risk of serious injury, death or property damage, I 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. On behalf of myself and the Student, I hereby expressly agree that I 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. On behalf of myself and the Student, I hereby expressly agree 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. I understand that CMS in no way insures, guarantees, or otherwise maintains responsibility for any medical treatment the Student may require during his/her participation in the Activities. By signing this Agreement, I acknowledge that 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 myself and the Student and his/her 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. I 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. I 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, I 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's participation in the Activities.

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

Parent/Guardian (Please Print)

Signature

Date

Parent/Guardian (Please Print)

Signature

Date

I acknowledge and agree that my electronic signature has the same legal effect and validity as my written signature, and that this Agreement is valid and will be given the same legal effect as a written and signed Agreement. I further acknowledge and agree that no certification authority or other third party verification is necessary to validate my electronic signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of my electronic signature or this binding Agreement between CMS and me. My consent to the electronic signature applies only to this Agreement and does not apply to any separate transactions or communications with CMS. I may request a paper copy of my completed and binding Agreement by printing the completed Agreement from this online portal. If I do not want to enter into this Agreement by providing my electronic signature, I understand that I may perform this transaction in non-electronic form by contacting Nichole Marcy, Registrar, at nmarcy@cardigan.org.

SCHEDULE A

ATHLETICS:

Available Sports at Cardigan Mountain School:

FALL	WINTER	SPRING
<ul style="list-style-type: none"> • Football • Soccer • Cross Country Running • Mountain Biking • Non-Competitive Rock Climbing • Sailing 	<ul style="list-style-type: none"> • Basketball • Hockey • Wrestling • Alpine Skiing • Nordic Skiing • Snowboarding • Recreational/Instructional Skiing and Snowboarding 	<ul style="list-style-type: none"> • Baseball • Lacrosse • Tennis • Non-Competitive Rock Climbing • C.O.R.E. (Outdoor Expeditions)

ACTIVITIES:

Examples of available activities at Cardigan Mountain School. Activities include, but are not limited to, the examples below:

CLUBS/JOBS	WEEKEND AND FIELD TRIPS	GENERAL
<ul style="list-style-type: none"> • Skateboarding • Polar Bear (Swimming) • Pond Hockey • Weight Lifting • Kayaking or Boating • Golf • Kitchen Duty • Trail Clearing 	<ul style="list-style-type: none"> • Paintball • Skiing • Hiking • Water Park • C.O.R.E. (Outdoor Expeditions) • Academic Field Trips • Camping • Ocean Swimming 	<ul style="list-style-type: none"> • Sledding • Climbing/Jumping/Running • Skiing/Snowboarding • Biking • Ice Skating • Snow-Based Recreational Activities • Woodworking • Water Sports • Campfires • Use of Johnson-Wakely Fitness Center

SCHEDULE B

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

- Head trauma (including traumatic brain injury) and facial injuries
- Fractures, dislocations, sprains, strains and other soft tissue injuries, including lacerations and abrasions
- 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 natural features, plants, animals, insects, wet surfaces, tripping hazards and other types of contact with man-made and natural features
- Contracting insect-borne or other animal-borne illness
- Perils and hazards arising from equipment failure or malfunction and potential misjudgment by staff
- 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 sub-surface
- Steepness of the terrain, jumps, ramps, terrain elements
- 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
- Drowning or other complications associated with swimming or immersion in water
- Death

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 boats
- Injuries caused by accidents involving motorized watercraft.