



DEMATHA CATHOLIC HIGH SCHOOL

Order of the Most Holy Trinity and of the Captives

UNITED STATES DEPARTMENT OF EDUCATION
TWICE RECOGNIZED SCHOOL OF EXCELLENCE



Athletic
Department

Baseball

Basketball

Crew

Cross
Country

Football

Golf

Hockey

Lacrosse

Rugby

Soccer

Swimming

Tennis

Track
Indoor
Outdoor

Wrestling

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT for OUT of SEASON ACTIVITIES (OSAs) DEMATHA CATHOLIC HIGH SCHOOL DEMATHA CATHOLIC HIGH SCHOOL, INC.

1. For the consideration of being able to utilize the facilities of DeMatha Catholic High School, including but not limited to, the gym, weight room, sport camp location, games, transportation to or from, or any other facilities of DeMatha Catholic High School, Inc. and other valuable considerations, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, DeMatha Catholic High School, DeMatha Catholic High School, Inc., the Board of Directors, its officers, servants, agents, teachers, staff, agents and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness due to pandemic, or injury, including death, that may be sustained by me, or to any property belonging to me. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the use of any facilities at DeMatha Catholic High School, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in any activity utilizing the facilities of DeMatha Catholic High School. I am fully aware of the risks and hazards connected with the activity, COVID-19, but not limited to the risks noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property own by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OR RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland.

5. I UNDERSTAND THAT DEMATHA CATHOLIC HIGH SCHOOL OR DEMATHA CATHOLIC HIGH SCHOOL, INC. WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.

6. I agree and understand that at any time, for any reason or for no reasons whatsoever DeMatha Catholic High School may terminate permission to utilize its facilities.

7. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read, understand and agree to the foregoing Waiver of Liability and Hold Harmless Agreement, and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements apart from the foregoing written agreement, have been made.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 20__.

Participant Signature

Name Printed

Parent/Guardian Signature *if a minor*

Name Printed