

WAIVER: READ CAREFULLY BEFORE SIGNING

I, the undersigned, hereby recognize that the Saint John Vianney High School (SJVHS) will not be liable for injuries or damages sustained by me or my minor children in connection with the SJVHS camp/clinic which are the result of acts or omissions of the aforementioned SJVHS person in the employ, unless such injuries or damages were caused by gross negligence or intentional conduct.

I recognize that I must be in good health and of sufficient training to participate in the program. I further state that my ability to participate in and successfully compete in this program has been attested to by a qualified physician. I also give permission for the use, without fee, of my name and pictures in any broadcast, telecast, or print media account of this program for promotional and publicity purposes. I further acknowledge that I have read and accept these conditions under which my registration is made.

I do hereby fully and forever release, acquit, and discharge the SJVHS, Diocese of Trenton and its employees, agents, representatives, successors and assigns (collectively the "released Parties") from any and all liability whatsoever arising out of my participation in the SJVHS camp/clinic and/or arising out of any injuries, losses or damages sustained by me or my minor children in the future as a result of any act, omission, representation, misrepresentation, violation of code or statute, breach of contract, negligence or breach of any duty or obligation of any nature whatsoever by me, my minor child, by the staff, employees or agents of the SJVHS, whether in law or in equity, whether sounding in tort, in contract or otherwise, or arising out of any use of, dealings with, contacts with, or events in any way connected with my use of or attendance at SJVHS camp/clinic. I assume full responsibility for any risks arising out of my use of SJVHS camp/clinic whether caused by the negligence of the released parties or otherwise.

I agree to indemnify and hold harmless the Released Parties from any and all claims referenced in Paragraph 3 above. I understand this obligation also includes paying or reimbursing the Released Parties for all costs incurred in defending such claims, including attorney's fees expended in defending such claims, whether such claims are made by me or someone on my behalf and regardless of the outcome of the claims. With knowledge of the risks involved and the rights that I give up, I freely sign this binding Agreement and waive the rights I might otherwise have to bring a claim against the Saint John Vianney High School (SJVHS) camp/clinic and willful knowledge of my responsibility of indemnification of the Released Parties. I have considered that if this Waiver of Liability, Release of Claims, and Indemnification Agreement did not provide the protections it gives to the Released Parties, then the costs for using the SJVHS camp/clinic would be substantially higher. I do not wish to pay those substantially higher costs. I waive my right to negotiate for different terms of this Agreement.

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Parent's or Guardian's Printed Name

Date

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Parent's or Guardian's Signature

Date

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Participant's Signature

Date