RECREATIONAL ACTIVITIES PERMISSION, WAIVER, RELEASE AND INDEMNITY AGREEMENT (12/2022)

Verbum Dei Jesuit High School (the "School") offers a variety of recreational activities as part of its curriculum ("Recreational Activities"). Participation in all Recreational Activities is not required but is voluntary. If you chose to have your student named below (the "Student") participate in the Recreational Activities, please carefully review the below Recreational Activities Permission, Waiver, Release and Indemnity Agreement ("Agreement") and, if agreeable, sign and date the Agreement.

In consideration of the Student being permitted to participate in Recreational Activities, I, the undersigned, parent(s) or legal guardian(s) of the Student ("Parents"), on behalf of myself and of Student, hereby agree(s) to the following terms and conditions set forth below:

1. Voluntary Participation: No student is required to participate in Recreational Activities. All participation is completely voluntary. Students who do not participate in Recreational Activities will need to remain in the care of their parent(s) or legal guardian(s) during the time the Recreational Activities are in operation, and the School will endeavor to make independent study assignments available to such students.

2. Description of Activities:

Place and Date of Event/Trip: _____

Activity: Field Trip _____ Retreat _____ Other: _____ Purpose: _____

Description of Activity: _____

Mode of Transportation: _____ Total Field Trip Cost: _____

Teacher/Adult Leader: _____

3. Assumption of Risks: Parents understand and acknowledge that certain risks are inherent in Recreational Activities, and that those risks include but are not limited to: (1) the dangers inherent in walking, such as pedestrian accidents, and falling and tripping; (2) the dangers inherent in being in a place open to the public; (3) injuries from exposure to the sun or the outdoors for extended periods, such as sunburns, heat related illnesses, and insect bites; (4) minor injuries such as scratches, bruises, cuts, and sprains; (5) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, brain injury and concussions or illness, including Covid-19; (6) emotional trauma; and (7) catastrophic injuries including paralysis and death.

4. Student Conduct: Parents understand and acknowledge that Student is expected to abide by all School rules while participating in Recreational Activities, including those set forth in the Parent-Student Handbook. Parents agree to direct the Student to cooperate with the School rules and directions and instructions of all personnel supervising the Recreational Activities.

5. Indemnification/Hold Harmless: Parents may be held liable and responsible for any injury or death to another person or injury to property of another caused by Student. To the fullest extent permitted by law, Parents agree to defend, indemnify (meaning to defend, and to satisfy by payment or reimbursement, including costs and attorneys' fees) and hold the School, its employees, agents, representatives, officers, trustees, directors, insurers and volunteers ("Released Parties") harmless for any claims, actions, costs, expenses, damages, judgments or liabilities caused in whole or part by the Student's conduct while attending or traveling to or from Recreational Activities.

6. Release of Liability. Parents voluntarily release, discharge, waive, and relinquish all claims or actions that the Parents may have against the Released Parties, for bodily injury, emotional distress, property damage, or wrongful death, or any other claims ("Claims"), that arise from or relate to Student's participation in Recreational Activities, except to the extent caused by the gross negligence or intentional misconduct of the School. This release, discharge, waiver and relinquishment also pertains to any instruction or supervision related to the Recreational Activities on the part of the Released Parties. It is the intent of this Agreement to relieve the Released Parties from negligence to the greatest extent permitted by law.

7. **Medical Care:** Parents consent to any of the staff, employees, agents, and representatives of School administering or consenting to the administration of such emergency medical care to the Student during his or her participation in Recreational Activities, as such person deems appropriate in the circumstances, and hereby authorize medical treatment in case of emergency and to provide all relevant information requested in the emergency and medical information form below.

8. **Medical Insurance:** Parents understand and acknowledge that the School does not carry or maintain health, medical, or disability insurance coverage for the Student and therefore Parents agree to assume the responsibility for such insurance coverage on the Student for anything that occurs during Student's participation in Recreational Activities.

9. **Severability; Entire Agreement:** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. This Agreement constitutes a single, integrated contract expressing the entire Agreement with regard to the subject matter addressed in this Agreement. There are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of this Agreement. This Agreement may be modified or superseded only in a written instrument to this Agreement that specifically references the Agreement and is executed by the undersigned Parents and the School.

Parents acknowledge that they have read the "Recreational Activities Permission, Waiver, Release and Indemnity Agreement" and are aware of the legal consequences of signing this binding document. Parents' signature below indicates that they have read and freely signed this Agreement. Parents further certify that they are legally competent to sign this Agreement.

Unless one parent has had his/her parental rights terminated by court order, both living parents/guardians must sign this Agreement in order for your child to participate in any Recreational Activities.

Student's Full Name (Please Print)	Date	Grade

Signature of Parent/Guardian	Name of Parent/Guardian (Please Print)	Date

Signature of Parent/Guardian	Name of Parent/Guardian (Please Print)	Date

Home Phone	Cell Phone

Health Insurance Company	Policy Number

Person to Notify in case of Emergency or if Parent or Guardian is unavailable:

Name/Phone