

CARROLLWOOD DAY SCHOOL

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

This Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (“Release”), executed as of the date below by the undersigned parent or legal guardian of the minor child identified herein (“Participant”),¹ along with the covenants and agreements set forth herein, is hereby provided to Carrollwood Day School, in consideration of and exchange for the opportunity to attend Carrollwood Day School and participate in all school-related events, activities, sports, and athletics, which may occur on or off campus.

1. **ELECTIVE PARTICIPATION:** As Participant's parent or legal guardian, I am voluntarily electing to allow Participant to attend Carrollwood Day School and participate in any school-related events, activities, sports, and athletics, which may occur on or off campus (“School Activities”). I acknowledge and agree that Participant’s participation is elective.
2. **RELEASE AND WAIVER OF LIABILITY:** In consideration for Participant being allowed to participate in the School Activities, and pursuant to Section 744.301(3), *Florida Statutes*, if the School Activities are deemed or determined to be a commercial activity for purposes of Section 744.301(3), I, for myself, for Participant, and for Participant's heirs, family, personal representatives, and/or assigns (collectively, the "Releasers"), do hereby in advance release, waive, discharge, and agree not to sue Carrollwood Day School, and all of its respective partners, stockholders, officers, trustees, directors, employees, representatives, coaches, volunteers, agents, affiliates, and sponsors, collectively, the "Released Parties," from all present and future claims which would accrue to Participant for personal injury, including death, and property damage resulting from an inherent risk in the School Activities. I acknowledge and understand that an "inherent risk" in the School Activities means those dangers or conditions known or unknown, which are characteristic of, intrinsic to, or an integral part of, the School Activities and which are not eliminated even if the School Activities’ provider acts with due care in a reasonably prudent manner. I further acknowledge and understand that the term "inherent risk" includes, but is not limited to, (i) the failure of the School Activities provider to warn me or Participant of an inherent risk, and (ii) the risk that Participant or another participant in the School Activities may act in a negligent or intentional manner and contribute to the injury or death of Participant. Additionally, I understand that a participant does not include the School Activities provider or its owners, affiliates, employees, or agents. Further, in consideration for Participant being allowed to participate in the School Activities, and pursuant to Section 744.301(3), *Florida Statutes*, if the School Activities are deemed or determined to be a noncommercial activity for purposes of Section 744.301(3), I, for myself, for Participant, and for the other Releasers, do hereby in advance release, waive, discharge, and agree not to sue Carrollwood Day School, and the other Released Parties, from all present and future claims for property damage, personal injury, or wrongful death arising from or relating to Participant's participation in the School Activities to the extent permitted by common law. I understand and agree that the Released Parties are not responsible for any injury or property damage arising out of the School Activities, even if caused by Released Parties’ negligence, to the extent permitted by common law.

¹ “Parent or legal guardian” is used as a matter of convenience in this document, and is intended to have the same meaning as “natural guardian” in Fla. Stat. 744.301.

3. **ASSUMPTION OF RISK:** It is my clear understanding that participation in School Activities creates a risk normally associated with such activities and may result in severe injury, including paralysis or death. I understand, and Participant understands, that Participant is voluntarily participating in the School Activities with knowledge of the dangers involved, and both the Participant and I agree to accept all risks of participation. I represent that I understand the nature of the School Activities and that Participant is qualified, in good health, and in proper physical condition to participate in such School Activities. I acknowledge that if I believe School Activities conditions are or become unsafe, I will immediately discontinue Participant's participation in the School Activities. I agree on behalf of myself and the other Releasors, to the extent permitted by law, to indemnify and hold harmless the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys' fees, arising from or relating to Participant's participation in the School Activities and all related activities.
4. **INDEMNITY:** I agree on behalf of myself, the Participant, and the other Releasors to indemnify, release, and hold harmless Carrollwood Day School and the other Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys' fees, arising from or relating to Participant's participation in the School Activities.
5. **RULES AND REQUIREMENTS:** I agree that the Participant will abide by all rules and requirements that Carrollwood Day School requires while participating in the School Activities at all times.
6. **HEALTH / SAFETY:** I am aware of all applicable personal medical needs for the Participant, and I am unaware of any health-related reasons or problems which preclude or restrict the Participant's participation in the School Activities.
7. **MEDICAL:** I hereby give permission for Carrollwood Day School to administer appropriate medical attention to Participant including, but not limited to, first aid treatment and other services. If Participant should become ill or injured at a Carrollwood Day School function, on or off campus, I understand that the person(s) in charge will: 1) contact 911 in any medical emergency situation; 2) contact me; or 3) contact the person(s) designated if I cannot be reached. Carrollwood Day School is authorized to contact Participant's physician and/or arrange for immediate emergency treatment. The physician or medical facility is authorized to administer emergency medical treatment necessary to the health and safety of Participant. I agree to be financially responsible for emergency medical payments and any other medical treatment payments of any kind due to services rendered to Participant in case of illness or injury. Further, I will not hold Carrollwood Day School liable for any accidents/injuries that may occur on or off campus at the School Activities and all related activities
8. **CONTAGIOUS DISEASES:** I acknowledge that Carrollwood Day School is taking reasonable measures to prevent the transmission of contagious diseases, including without limitation COVID-19 and influenza, consistent with applicable public health guidelines. I also acknowledge and recognize that it is impossible to ensure that the school and campus are 100% free of contagious diseases and that being at the school and on campus, as well as participating in the School Activities (on or off campus), contain inherent risks that cannot be eliminated regardless of the care taken to avoid the spread of contagious diseases. I acknowledge, understand, and appreciate these and other risks are inherent in participating in the School Activities.

9. **PHOTOGRAPHY:** I give Carrollwood Day School permission to use photographs of Participant. These photographs may be used internally and externally. I give my permission for photographs of Participant to be posted inside the classroom, in the hallways, for teacher education, and for historical record. I also give my permission for photographs of Participant to be used for publicity purposes on the school website, on the school's social media pages, in brochures, or other means of publicity. I understand that Participant will not be identified by name when photographs are used for public purposes.
10. **CHOICE OF LAW / SEVERABILITY:** I agree that this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement shall be construed in accordance with the laws of the State of Florida and that this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by such laws. I further agree that any legal proceedings related to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement shall take place in Tampa, Florida. I further agree that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.
11. **REPRESENTATION:** I hereby state that, to the best of my knowledge, my answers to the questions herein are true and correct and I understand that it is my responsibility to notify Carrollwood Day School as soon as possible, if any changes to the information provided herein occur.
12. **TEMPORAL SCOPE:** This Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement shall also apply to any other activity or event that Participant participates in that is conducted or sponsored by any of the Released Parties within one (1) year from the date on which I sign this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement below, whether or not such future activities or events are similar or identical to the School Activities listed above. I understand that the Released Parties may not require me to execute a new Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement for any such future activities or events that Participant might participate in within one (1) year from the date on which I sign this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement, and that this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement will apply with full force and effect to Participant's participation in any future events and activities conducted or sponsored by the Released Parties within one (1) year from the date this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement is signed by me.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES (AS DEFINED ABOVE) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

ACKNOWLEDGEMENT OF UNDERSTANDING: I am of legal age and am freely signing this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement on behalf of the Participant. I have read this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement fully, understand its terms and understand that I am giving up substantial rights. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.