

**Acknowledgment & Assumption of Risk, Release, and Waiver of Liability  
Regarding On-Campus Activities  
(Parent/Guardian & Minor Participant)**

IN CONSIDERATION OF the above-named minor child ("Participant") being permitted to participate in any way in events and activities ("On-Campus Activities") held on the campus of Norwich Free Academy ("NFA"), a school operated under the jurisdiction of the Norwich Free Academy Board of Trustees (the "Board"), I, the undersigned and as Participant's parent or legal guardian, by signing below hereby acknowledge, understand, and agree to the following:

1. I acknowledge that Participant's participation in the On-Campus Activities is voluntary, that Participant is not required to participate in the On-Campus Activities, and if Participant is a student at NFA, that the On-Campus Activities are unrelated to Participant's status as a student at NFA and that participation in the On-Campus Activities is not a condition of Participant's attendance at NFA, award of course credit, progress towards graduation, or receipt of any award or recognition.
2. I understand that participation in the On-Campus Activities may subject Participant to potential risks, illnesses, injuries, disability, and even death. I further understand that participation in the On-Campus Activities also includes possible exposure to and illness, injury, or death from communicable infectious diseases including, but not limited to, influenza, COVID-19, RSV, and other viral or bacterial infections. NFA and the Board cannot ensure that individuals participating in the On-Campus Activities and/or their families or others in a participant's household will not become infected with such communicable diseases and cannot protect against exposure to or infection that occurs due to the actions, omissions, and/or negligence of participants or others, including NFA students and staff members. I understand these risks and assume them knowingly and willingly.
3. By opting to allow Participant to participate in the On-Campus Activities, I agree that I and Participant will abide by NFA and Board policies, regulations, rules, and directives, including any health and safety protocols that NFA and the Board may require.
4. In recognition of the agreements and understandings set forth above, I agree, on behalf of myself, Participant, and on behalf of both my and Participant's family, heirs, assigns, and personal representative(s), to ASSUME ALL THE RISKS AND RESPONSIBILITIES, both known and unknown, inherent or otherwise, surrounding Participant's participation in the On-Campus Activities, including those arising from the negligence of others, and assume full responsibility for Participant's participation in the On-Campus Activities. Further, to the maximum extent permitted by law, I RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY NFA and the Board, and their

officers, trustees, staff, representatives, employees, volunteers, and agents (the "Released Parties"), from and against any present or future claims, losses, liabilities, costs, and expenses for injury, illness, disability, or death to person or damage to property or for any other damage which I or Participant may suffer, or for which I or Participant may be liable to any other person or entity, related to Participant's involvement or participation in the On-Campus Activities (including periods in transit to or from the On-Campus Activities), resulting from any cause, including but not limited to negligence on my part or on Participant's part. I further WAIVE THE RIGHT to initiate and/or pursue in any manner any and all lawsuits and any other claims in any forum against the Released Parties for any injury or harm connected to Participant's participation in the On-Campus Activities. These agreements of assumption of risks and waiver do NOT apply if (1) the liability, damage, loss, or injury is CAUSED SOLELY BY THE NEGLIGENCE of the Released Parties and do not include the negligence or any other act or omission by any other person or entity (such as Participant, Participant's parent(s) or guardian(s), other persons participating in the On-Campus Activities, other third parties, or independent vendors/contractors); or (2) the liability, damage, loss, or injury is CAUSED BY THE RECKLESS, WANTON, or INTENTIONAL MISCONDUCT of a Released Party.

I certify that I am age 18 or older. I have carefully read and freely sign this Acknowledgment & Assumption of Risk, Release, and Waiver of Liability. I fully understand and agree that this Acknowledgment & Assumption of Risk, Release, and Waiver of Liability is a legally binding agreement, that I on behalf of myself and Participant have given up substantial rights by signing it, that no oral or written statements or representations can or will alter the contents of this document, and that I and Participant sign it freely and voluntarily without any inducement or undue influence. I agree that this agreement shall be governed by the laws of the State of Connecticut (excluding its conflict of laws principles), which shall be the forum for any lawsuits filed under or incident to this agreement or the On-Campus Activities. I further agree that this agreement is intended to be as broad and inclusive as is permissible by the laws of the State of Connecticut and that if any portion of this agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.