

Hotchkiss On-Campus Activity Program - The Hotchkiss School

PARENT AGREEMENT AND ACKNOWLEDGEMENTS, INFORMED CONSENT AND WAIVER

Participant/Child Name: _____ **Date** _____

This Parent Agreement and Acknowledgments, Informed Consent and Waiver relates to the participation of the child identified above in the On-Campus Activity Program at The Hotchkiss School during the 2024-2025 school year (the "Program") hosted at The Hotchkiss School (the "School") at 11 Interlaken Road, Lakeville, CT 06039. All parents/guardians of participating children must review and sign this Parent Agreement and Acknowledgments, Informed Consent and Waiver prior to the child's participation in the Program.

1. Acknowledgements. By signing below, I acknowledge that I have been informed of and understand the nature of the activities to be conducted in connection with the Program and hereby authorize my child to participate in all elements of the Program. More specifically, I understand that the Program meets periodically on the School's campus and will be scheduled at mutually convenient times for my child and the School. I further understand that the Program provides my child the opportunity to be paired with a student at the School (the "Hotchkiss Student") who has shared interests with my child and may be of any gender in grades 9-12. During the Program, I understand that my child and the Hotchkiss Student will engage in various activities including, but not limited to, tennis, chess, soccer, games, coding, and other activities that are of interest to my child and the Hotchkiss Student (the "Activities") and that such activities will occur both outdoors and indoors and will be primarily run by Hotchkiss students. Although there will be assigned school faculty responsible for overseeing the program and activities, I understand that an adult may not be present on site at each activity at all times and that my child will be supervised by the Hotchkiss Student. I understand that my child's participation in the Program is voluntary in nature. I further understand that it is my duty to provide transportation to and from the School for my child in a timely manner. Finally, I understand that participation in the Program may involve physical and non-physical activities that are both indoors and outdoors and that there are risks and dangers to my child's participation in such activities, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death; loss of or damage to personal property or equipment; accidents involving other participants in the Program; facility issues; inadequate safety measures; situations beyond the control of the Released Parties (as defined below), and other undefined, not readily foreseeable and presently unknown risk and dangers.

I further acknowledge that by participating in the Program, my child is at risk of contracting COVID-19 and other contagious illnesses. I understand that the Program cannot guarantee that my child will not come in to contact with someone infected by COVID-19 and/or contract such illness or other contagious illness. I understand that my child will be required to abide by any health and safety protocols that the Program or the School may require and failure to do so may result in my child's dismissal from the Program.

With this understanding, and by authorizing my child to participate in all elements of the Program, I give permission for my child to take part in any and all Program activities. I agree to complete and promptly return to the Program any requested additional permission slips, releases and/or forms regarding my child and understand that my failure to do so may result in my child being unable to participate in elements of the Program.

I acknowledge that the schedule of the Program may change prior to or during the course of the Program due to unforeseen and/or unknowable circumstances. The School and the Program reserve the right to cancel or modify the Program at any time for any reason. In their sole discretion, the School or the Program may terminate my child's involvement with the Program at any time for reasons including, but not limited to, inappropriate conduct or other behavior, violations of this Agreement, emergencies, or health or safety conditions or other considerations.

2. Waiver and Release. In consideration for being allowed to participate in the Program, and with only those exceptions described below, I fully assume all risks, inherent and otherwise, whether or not described above, in connection with the Program and release and discharge the School and the Program, its officers, trustees, faculty, employees, agents or other representatives under the direction and control of the School and the Program (the “Released Parties”) from any and all liability, damage, injury or loss, including bodily injury or death, arising from, related to, occurring during, or associated with my child’s participation in the Program for any reason. These agreements of Assumption of Risks and Waiver of Liability/Release of All Claims 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 the child, his/her Parents, 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. This release of liability will be construed in accordance with Connecticut law.

3. Indemnification. I agree to defend and hold harmless the Released Parties from any and all claims, lawsuits, or demands made by anyone arising from or relating to my child’s involvement with the Program, except for NEGLIGENCE CAUSED SOLELY BY a Released Party or the RECKLESS, WANTON OR INTENTIONAL MISCONDUCT of a Released Party.

4. Severability. It is understood and agreed that, if any provision or term of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions, terms or applications of this Agreement which can be given effect without the invalid provisions, terms or applications. To this end, the provisions and terms of this Agreement are declared severable.

5. Law. This release shall be construed in accordance with, and governed by, the laws of the State of Connecticut. I agree that venue for any dispute arising under this Agreement shall be in any Connecticut court of competent jurisdiction.

6. Entire Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement, which includes and incorporates all of the required documentation for the Program, is the entire and complete agreement of the parties relating in any way to the subject matter hereof. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

BY SIGNING BELOW, I ATTEST THAT I AM THE PARENT/LEGAL GUARDIAN OF THE MINOR CHILD NAMED ABOVE, AND I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL OF THE INFORMATION INCLUDED IN THIS PARENT AGREEMENT AND ACKNOWLEDGMENTS, INFORMED CONSENT AND WAIVER. I FURTHER UNDERSTAND THAT BY SIGNING THIS NOTICE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Parent/Legal Guardian Name (Print) _____

Parent/Legal Guardian Signature

Date