

SOUTH KENT SCHOOL
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
(Please Read Carefully Before Signing)

I, _____ (printed name of program participant, or parent/guardian of program participant if participant is a minor) as a condition of my/my child's use of the facilities, property, premises, roads, walkways, steps, paths, gear, and equipment of South Kent School ("SKS Property") acknowledge and agree that:

1. South Kent School does not make any representation as to the condition of SKS Property at the time I am/or my child is using it, nor does South Kent School agree to make any inspection prior to my/or my child's use of it, but instead offers it to me/or my child in its present AS-IS condition. I understand that it is my responsibility to make any inspection and determine that such SKS Property is safe for me/or my child to enter into, upon, or use in any way. If I observe any unusual hazard during my inspection of, presence on, or use of SKS Property, I will remove myself/or my child from such portion of SKS Property and bring such hazard to the attention of the nearest employee of South Kent School; and

2. I/or my child will comply with all stated and customary terms and conditions regarding the use of SKS Property. I understand and agree that it is solely my/or my child's responsibility to wear safety equipment, including head protection, whenever necessary and as appropriate to protect myself/or my child while participating in activities while on SKS Property; and

3. I acknowledge and fully understand that by participating in any activity or program while on, in, or upon SKS Property, I/or my child may be ENGAGING IN ACTIVITIES THAT INVOLVE RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH, AND SEVERE SOCIAL AND ECONOMIC LOSSES WHICH MIGHT RESULT NOT ONLY FROM MY OWN/OR MY CHILD'S ACTIONS, INACTIONS, OR NEGLIGENCE, BUT ALSO FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF OTHERS, THE RULES OF PLAY, OR THE CONDITION OF SKS PROPERTY OR OF ANY EQUIPMENT USED, WHETHER FORESEEABLE OR UNFORESEEABLE. Further, I accept personal responsibility for the damages following such injury, permanent disability, or death. I acknowledge and freely assume all such risks, both known and unknown, even those arising from the negligent acts or omissions of others, and assume full responsibility for my/or my child's safety while in, on, or while using SKS Property.

4. In consideration for my/or my child's use of SKS Property and to the fullest extent provided by law, I, for myself or for my child, and on behalf of my heirs, representatives, executors, administrators, next of kin, successors and assigns, **hereby agree not to sue and further agree to indemnify, defend, release, acquit, discharge, and hold harmless South Kent School, its trustees, officers, directors, employees, agents, and representatives, all of whom are hereinafter referred to as "Releases," from and against all claims, both present and future, arising out of, or in any way connected to my/or my child's use of SKS Property and/or any claim asserted with respect to any injury of person(s) or damage to property resulting from, or arising out of my/or my child's use of SKS Property**, except for those claims arising out of the gross negligence or willful misconduct of South Kent School. I assume full responsibility and agree to reimburse South Kent School for the cost of any and all damages to or loss of SKS Property, excepting normal wear and tear, associated with, or related to my/or my child's use of SKS Property. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including, but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

By: _____ Printed Name: _____

Signature of PARTICIPANT/or PARENT/GUARDIAN (if Participant is a minor) Date: _____
