

## **Westtown School Waiver and Release of Liability; Indemnification and Hold Harmless Agreement 2015-16**

This Waiver and Release of Liability; Indemnification and Hold Harmless Agreement (the “Agreement”) contains important information and provides for the release of significant legal rights related to participation by the Participant identified below in any **Auxiliary Programs** operated by **Westtown School** (“**Westtown**”) in **Auxiliary Programs**. The term “Participant” refers to the participant in Auxiliary Program Activities and may include adults and children participating in any of the Summer Camp Programs, camp counselors and adult volunteers. By executing this document the undersigned (i) agree to Participant’s participation in Auxiliary Programs; (ii) acknowledge that Auxiliary Programs involves a risk of injury or death to Participant; and (iii) agree to the limited release and indemnification provisions, all as more fully set forth below. The undersigned agree to all of this in exchange for Westtown’s agreement to allow Participant to participate in Auxiliary Programs. This Agreement binds all parties who have executed this agreement, including the Participant, as well as Participant’s Parent(s) and/or Legal Guardian(s).

PLEASE REVIEW THE PROVISIONS BELOW CAREFULLY AS THEY INCLUDE IMPORTANT DETAILED INFORMATION REGARDING THE PROVISIONS OF THIS DOCUMENT.

**1) Acknowledgement of Risk.** Adult Participant, Parent(s) and/or Legal Guardian(s) of minor(s) participants acknowledge and fully understand that there are inherent risks of serious injury or death associated with Auxiliary Program activities. Auxiliary Program activities may include but are not limited to hiking, running/ jogging, indoor and outdoor sports activities, ropes course, biking, swimming, canoeing, kayaking, rock climbing, cooking on an open fire, construction and/or erection of tents, shelters and other temporary structures, operating machinery such as manual and table saws, hammers, wood steamers, chisels and other activities associated with the Auxiliary Program experience. These inherent risks include, but are not limited to: encountering natural dangers such as falling rocks or objects, irregular or uneven ground, unseen and unmarked objects, drowning or serious injury in and around water, including injuries due to subsurface conditions exposure to cold water, water impurities and the like. Inherent risks also include acts or omissions of other campers, sunburn, rain or hail storms, tornadoes and the like, contact with plants, animals or insects, the risk of Participant engaging in unauthorized activities, Participant’s physical conditions or Participant’s own acts and omissions, conditions occurring on trails, roads, waterways or terrain, the administration and availability of first aid and emergency treatment and consumption of food or drink by Participant. Adult Participant, Parent(s) and/or legal Guardian(s) of minor participant(s), further acknowledge that there may be other sources of risk that are not listed in this Agreement but nevertheless agree that such risks exist even if they are not specifically identified in this document. Auxiliary Programs may include activities conducted away from the Westtown School Physical Plant location (“Off-site Activities”). These may include overnight or day hikes, canoeing excursions, trips to museums, amusement parks and other similar activities. Westtown School may arrange for bus, van transportation to facilitate such activities and I authorize Participant’s participation in such off-site activities, including transportation to and from such activities by whatever means are deemed reasonable and appropriate by Westtown School.

**2) Participant Waiver of Rights and Release of Liability.** Adult Participant, Parent(s) and/or Legal Guardian(s) of minor participant(s) hereby release, waive and discharge Westtown School, its agents, employees, and volunteers from all loss damage, injury, or liability arising in connection the Auxiliary Programs including all programs under the umbrella of Auxiliary Programs including but not limited to; Summer Camp Programs, Campus Facility rentals, Westtown Science Institute, Westtown Aquatics Program, School Store, MooseKids, MoosetTracks, Enrichment Classes activities, use of Westtown School facilities and equipment. This waiver extends to, but is not limited to those risks described in paragraph #1 above, providing, however, that this waiver and release does not include loss, damage, injury, or liability, caused by the intentional or reckless acts of Westtown School, its agents and employees.

**3) Indemnification and Hold Harmless.** Adult Participant(s), Parent(s) and/or Legal Guardian(s) of minor participants, further agree to indemnify and hold harmless **Westtown School**, its agents, employees and volunteers, from and against all losses, damages, monetary awards and expenses, including all costs and attorney's fees incurred by the indemnified parties in connection with any and all claims asserted against **Westtown School**, its agents, employees or volunteers, brought by Adult Participant(s), Parent(s) and/or Legal Guardian(s) of minor participant(s), and their respective heirs successors, assigns and legal representatives for any injury, illness, disease death, or damage to or loss of property, arising in connection with Auxiliary Programs. Notwithstanding the foregoing, this indemnification and hold harmless does not extend to losses, damages, monetary awards and expenses caused by the intentional or reckless acts of Auxiliary Programs, its employees and agents.

**4) Photographs and Audio/Digital Recordings.** Adult Participant(s), Parent(s) and/or Legal Guardian(s) of minor participant(s), further grant to **Westtown School** the right to take photographs and audio/digital recordings of him or her while participating in any activities during the Auxiliary Program activities and authorizes **Westtown School**, its agents, employees and volunteers, to copyright, use and publish the photographs in print or electronically. The undersigned further agree that Westtown may use such photographs for any lawful purpose including publicity, illustration, advertising, and website content and waive any right of compensation or ownership thereto. Your child's name or any other personal information will not be disclosed with the photograph.

**5) Miscellaneous.** The parties agree that the provision of this Agreement shall be deemed severable and that the invalidity or unenforceability of any one or more of the provision of clauses hereof shall not affect the validity and enforceability of the other provision or clauses hereof accept as specifically set forth herein. The terms of this Agreement constitute the entire agreement and understanding between the parties. This Agreement is made pursuant to and shall be construed under the laws of the State where the Auxiliary Program is taking place.

**Opportunity to Review** You are encouraged to carefully review the contents of this Agreement and take the time you feel necessary to review it. **DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY. IF YOU ARE UNDER 18 YEARS OF AGE, A PARENT/LEGAL GUARDIANS MUST SIGN.

Sign \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Participant's Name \_\_\_\_\_