

ACTIVITIES WAIVER AND AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of Seven Hills School ("School") permitting (print name) _____ (herein "Participant") to participate in activities utilizing the School's climbing wall and fitness center ("Activities"), Participant, and Participant's parent or legal guardian if Participant is a minor, collectively referred to herein as Participant, agree(s) as follows:

Liability Release: The Participant and the Participant's parent or legal guardian hereby fully and forever discharge and release School, its officers, trustees, directors, head of school, administrators, teachers, employees, agents, representatives, volunteers, and associated organizations ("Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, claims for injury or death to persons, or damage to property arising out of any Activities, to the extent not covered by the School's insurance. This release extends to any loss, damage or injury resulting from the active or passive negligence or breach of any express or implied warranty by any Released Party or Parties or from any other cause(s) to the fullest extent permissible under California law or any other authority with jurisdiction. The Participant and the Participant's parent or legal guardian agrees that this release is intended to be as broad and inclusive as is permitted by the law in the State of California and that if any part of this release is deemed to be invalid, the remaining terms shall continue in full force and effect.

Assumption of Risk: The Participant and the Participant's parent or legal guardian agree and understand that the Activities are dangerous and involve the risk of PHYSICAL INJURY, WORSENING OF AN EXISTING MEDICAL CONDITION or DEATH. The Participant and the Participant's parent or legal guardian agree and understand that risks include, but are not limited to: equipment failure/malfunction, improper use of equipment, slipping, falling, shock, stress, accidents, bodily injury, bruises, cuts, negligence on the part of others and negligence on the part of the Released Parties. The Participant is aware of the scope, nature, and extent of the risks involved. The Participant voluntarily and freely chooses to incur all such risks and dangers.

Covenant Not To Sue: Subject to the foregoing, the Participant and the Participant's parent or legal guardian agree NOT TO SUE any of the Released Parties for claims, damage, or liability arising out of participation in any of the Activities.

Indemnification: Subject to the foregoing, the Participant and the Participant's parent or legal guardian agree to defend, indemnify and hold harmless the Released Parties from any and all liability, demands, attorneys fees, claims, losses, damages, obligations, causes of action, proceedings and expenses of any kind or nature, including the active or passive negligence of the Released Parties or claims by third parties, arising out of Participant's participation in any of the Activities.

Continuing Obligation: The Participant and the Participant’s parent or legal guardian agree that this Release shall be binding upon their heirs, executors, administrators, assigns and representatives of their estates.

Medical Condition: The Participant and the Participant’s parent or legal guardian certify that the Participant does not suffer from any conditions which may endanger the safety of Participant or others by participating in any of the Activities. Persons who have consumed alcohol or women who are pregnant, or suspect they are pregnant, must not engage in any of the Activities.

Medical Authorization: The Participant and the Participant’s parent or legal guardian authorize any Released Party and/or authorized personnel to call for medical care for the Participant if medical attention is needed. The Participant and the Participant’s parent or legal guardian agree to pay all costs associated with medical care and related transportation provided to the Participant and shall indemnify and hold harmless the Released Parties from any costs or any claims arising therefrom.

Integrated Agreement: This Activities Waiver and Agreement (“Agreement”) contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto.

I HAVE CAREFULLY READ THIS RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, ASSIGNS AND REPRESENTATIVES MAY OTHERWISE HAVE.

Date: _____

Signature of Participant

If Participant is under 18 years of age, parent or guardian must sign below:

I am the parent or legal guardian of the Participant. I have read the above agreement and understand that it is a full and final waiver and release from any claims for loss or damage that minor Participant may suffer from participating in the Activities. My signature below indicates that I am a party to the agreement, that I give my consent for the Participant to participation in the Activities, and that I approve of and agree to be bound by all of the terms of the Agreement on my own behalf and on behalf of the minor Participant.

Date: _____

Signature of Parent/Guardian