

CHAPEL HILL ACADEMY
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Student's Name: _____
Age: _____

Date: _____

Parent / Guardian's Name: _____

Secondary Contact: _____

Address: _____

Telephone: () _____

Telephone: () _____

I grant permission for my child, _____, (Name of child) to participate in activities at Chapel Hill Academy ("CHA"). In order to allow my child to participate in events at CHA, I, as parent, or legal guardian of _____, agree to the following:

Waiver: In consideration of permission to participate, today and on all future dates I, for myself, my child, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Chapel Hill Academy, their directors, officers, employees, and agents from liability from any and all claims including the negligence of resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, my child's participation in extra curricular activities, classes, observation, and use of facilities, premises, or equipment.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Chapel Hill Academy has facilities for and provides for activities conducted on its' property including, but not limited to: running, aerobic activities, and sporting activities which require physical activity. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system, muscles, spinal system, the head and the body as a whole. I acknowledge that Chapel Hill Academy is not warranting the condition of any of the facilities or granting assurances of an expected result due to use of the facilities. I acknowledge that my child may have known or unknown pre-existing medical conditions that may impact his/her ability to use these facilities properly. I acknowledge that my child is a guest and by signing this waiver, I assume all responsibility for my child's own behavior and any impact or harm which may come to the child, or to another person due to my child's actions.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Chapel Hill Academy their directors, officers, employees, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Chapel Hill Academy and to reimburse them for any such expenses incurred to the fullest extent of the law.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Medical Treatment: I hereby authorize any medical treatment deemed necessary for my child in the event of any injury or illness while participating in the activity. My child either has appropriate insurance or, in its absence, I agree to pay all costs of rescue and/or medical services as may be incurred on my child's behalf. **Please note that during activities, there is no one available to administer medications to students.** Should medication be necessary at these times, it is the parent's responsibility to administer it.

AUTHORIZATION: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law on my behalf and on behalf of my child. I hereby assert that my child's participation is voluntary and that I knowingly assume all such risks for my child. I understand that the activities may be supervised and provided by persons who are not employees, faculty or staff of CHA. I further understand that activities at CHA are separate and un-related to regular day course studies at CHA.

Dated: _____

Parent/Guardian

Dated: _____

Parent/Guardian