



**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Queens, its governing board, directors, officers, employees, agents, volunteers and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I/my minor child may suffer as a result of my/my minor child's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE PROGRAM, OR ANY ADJUNCT TO THE PROGRAM, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I/my minor child sustain as a result of my own negligent acts.

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to my/my minor child's participation in the Program because the Program includes physical activities, some of which may be dangerous and which may expose me/my minor child to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: travel to and from the Program site, including via private vehicle, common carrier, and/or Queens owned vehicle, injury resulting from athletic, physical or other game-like activities during the Program as a result of the activity area's conditions, the acts of third parties or other unknown safety hazards, injuries resulting from loss of balance and footing during physical activity, injuries due to conditions of equipment, unpredictability of weather and conditions, wildlife, first aid operations or procedures of Releasees and/or others, and that there may be other risks not known to me or not reasonably foreseeable at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEES' INTENTIONAL OR GROSSLY NEGLIGENT ACTS,** and assume full responsibility for my/my minor child's participation in the Program.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I/my minor child may suffer as a result of my/my minor child's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

**PERSONAL MEDICAL INSURANCE.** I agree to purchase and maintain during the term of the Program personal medical insurance for myself/my minor child. I further acknowledge that I am responsible for the cost of any and all medical and health services I/my minor child may require as a result of participating in the Program.

**CERTIFICATION OF FITNESS TO PARTICIPATE:** I attest that I/my minor child am physically and mentally fit to participate in the Program and that I/my minor child do not have any medical record of history that could be aggravated by my participation in the Program.

**MEDICAL CONSENT:** I understand and agree that Releasees may not have medical personnel available at the location of the Program or off-site Program event. In the event of any medical emergency, I (initial one) **do \_\_\_\_\_ do not \_\_\_\_\_** authorize and consent to any x-ray examination, anesthetic, medical, dental or surgical diagnosis or treatment, and hospital care that Queens personnel deem necessary for my/my minor child's safety and protection. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

**CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of North Carolina.

**SEVERABILITY:** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

**I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.**

Date: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name of Participant)

**Signature of Parent/Guardian for Participants Who Are Minors:**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I **AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY [INSTITUTION].**

Date: \_\_\_\_\_

(Signature of Parent or Guardian)

\_\_\_\_\_  
(Printed Name of Parent or Guardian)

**Received by:**

Date: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name of Institution Official)

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*This document is presented to EIIA members strictly as a guideline. As individual circumstances may vary, the contents and concepts presented should be reviewed and amended as necessary to properly address your institution's unique exposures. Additionally, it is recommended that the contents and concepts presented be reviewed in the full context of its use with legal counsel prior to implementation.*

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