

RELEASE, COVENANT NOT TO SUE, AND HOLD HARMLESS AGREEMENT

In consideration for the undersigned minor child ("Minor") receiving permission and being allowed to access and utilize the facilities, equipment, and/or premises of the Parish Episcopal School ("School"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as Minor's parent or legal guardian, and Minor (collectively, "we") hereby:

1. **RELEASE, WAIVE, AND FOREVER DISCHARGE** the School, its officers, servants, agents, employees, volunteers, affiliates, insurers, and board of trustees (collectively, "Releasees") from any and all liability, claims, demands, or causes of action of any kind arising or related to any loss, damage, or injury, including paralysis or death, that may be sustained by Minor,
2. **COVENANT NOT TO SUE** Releasees in connection with any loss, damage, or injury, including paralysis or death, that may be sustained by Minor, and
3. **AGREE TO DEFEND, INDEMNIFY, AND HOLD RELEASEES HARMLESS** from any liability, claim, demand, cause of action, loss, damage, or injury, including court costs and reasonable attorneys' fees, that Releasees may incur related to or arising out of Minor's use of the School's facilities, equipment, and/or premises,

REGARDLESS OF WHETHER ANY SUCH LOSS, DAMAGE, INJURY, OR CLAIM IS CAUSED BY THE NEGLIGENCE, WRONGFUL ACTS, OMISSIONS, OR PREMISES DEFECT OF RELEASEES OR OTHERWISE.

To the best of our knowledge, Minor possesses no physical or medical condition that would prevent him/her from safely using the School's facilities, equipment, or premises. We are fully aware of the risks and hazards connected with the use of the School's facilities, equipment, and premises, and we understand these risks can cause severe bodily injury, paralysis, and even death, and acknowledging and accepting those risks, we voluntarily elect for Minor to use the School's facilities, equipment, and/or premises. **WE VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK, LOSS, DAMAGE, OR INJURY, INCLUDING PARALYSIS OR DEATH, THAT MAY BE SUSTAINED BY MINOR AS A RESULT OF USING THE SCHOOL'S FACILITIES, EQUIPMENT, AND/OR PREMISES, WHETHER CAUSED BY THE NEGLIGENCE, WRONGFUL ACTS, OMISSIONS, OR PREMISES DEFECT OF RELEASEES OR OTHERWISE.**

It is our express intent that this Agreement shall bind the members of our family if we are alive, and each of our heirs, assigns, and personal representatives if we are deceased. We acknowledge and represent that we have read this Agreement, understand it, and sign it voluntarily. No other representations, statements, or inducements apart from this Agreement have been made. Any modification of this Agreement will be effective only if it is in writing and signed by all parties. Should any provision in this Agreement be held to be invalid, void, or unenforceable, that provision shall be fully severable and the remaining provisions shall be unaffected and shall continue in full force and effect, and the invalid, void, or unenforceable provision shall be deemed not to be part of this Agreement. Furthermore, in lieu of any invalid, void, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to the questioned provision as may be possible and still be valid and enforceable. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

We understand that Releasees shall have no responsibility whatsoever for any medical expenses incurred by Minor as a result of using the School's facilities, equipment, and/or premises.

Executed on this _____ day of _____, 20____.

Parent/Guardian:

Minor:

Print Name: _____

Print Name: _____