

ACKNOWLEDGEMENT OF RISK AND LIABILITY WAIVER AGREEMENT

_____ (Print name of student), (hereinafter referred to as the "student") and the parent(s) or guardian(s) of student, (hereinafter jointly referred to as "the undersigned"), agree to the following understandings:

1. For and in consideration of the mutual benefits herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree to release, hold harmless, defend and indemnify _____ School, DeKalb County Board of Education and DeKalb County School District, its members, officials, officers, agents and assigns, and employees, as well as lay coaches and chaperones (hereinafter jointly referred to as the "Released Parties") from and against any and all claims, demands, rights, loss, damages of every kind and description (including, but not limited to, court costs, investigative expenses, and attorneys' fees, liabilities, suits, legal or administrative proceedings, action and causes of action arising out of, or in connection with, acts of individual terrorists or terrorist organizations, the personal injury, illness, death and/or property damage or breach of contract resulting to the student and/or undersigned, caused by the acts or omissions of the Released Parties while in _____ held on _____, 201__ through _____, 201_ (hereinafter referred to as the "Trip").
2. The undersigned agree further to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action inuring to the undersigned and/or the student and resulting from events over which the Released Parties exercise no control, such as Acts of God, strikes or government restrictions. The undersigned agree further to indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action arising out of personal injury and/or property damage that the student either causes or contributes to while participating in the Trip and/or from any financial obligations which the student may incur on the Trip. The undersigned agree further to release, indemnify, defend and hold harmless the Released Parties from any and all claims, demands, rights, liabilities and causes of action of any nature or kind, brought by, or on behalf of, the student directly against the Released Parties for any acts or omissions of the Released Parties in connection with the Trip.
3. The undersigned acknowledge and agree that the Released Parties have the right and discretion to make changes to the Trip to ensure the health, safety, comfort, positive experience and/or convenience of participants in the Trip, whenever, in the sole judgment of the designated chaperones, such changes are deemed reasonable and necessary. The undersigned further acknowledge and agree that any designated chaperones, have the right and discretion to refuse to accept or retain on the Trip, any student or person associated with the Trip either prior to departure, or during the course of the Trip, who has not submitted his or her required documentation or signed forms.
4. The undersigned hereby unconditionally and unequivocally waive any and all claims and demands for injury, damages, losses and expenses of any nature whatsoever on account of or arising from the undersigned's and student's participation in the Trip. The undersigned also understand that the Trip may be a physically demanding excursion for the student and the undersigned knowingly assume the risks of such an excursion, which include but are not limited to, bodily injury, death, emotional trauma and property damage.
5. The undersigned agree and acknowledge that no responsibility is assumed by the Released Parties for the loss of identification or other documents or personal property, or damage to luggage or any personal belongings of the student or the undersigned.
6. It is understood that medical health insurance coverage for the student that is applicable in _____ is the responsibility of the undersigned, who expressly accept financial responsibility for any and all medical and/or dental care the student requires during the Trip. The undersigned agree to provide any designated chaperone, with proof of medical health insurance coverage and a completed and signed Medical Authorization form and assure the designated chaperone that there are no known health related reasons or problems that would preclude or restrict the student's participation in the Trip.
7. The undersigned acknowledge and agree that if the student becomes ill or incapacitated during the Trip, then any designated chaperone, in their sole discretion, may take such actions as are reasonable and necessary for the student's safety and well-being, including securing medical and/or dental treatment and arranging for the transportation of the student to the student's home. The undersigned agree to release, defend, hold harmless, and indemnify the Released Parties from any liability for such action as may be taken on the student's behalf. Moreover, the undersigned understand and agree that the Released Parties shall be released and discharged from any claims associated with any and all decisions to cancel, modify or

delay the Trip as a result of unforeseeable events that are beyond the reasonable control of the Released Parties.

8. In further consideration for each chaperone's agreement to act as a chaperone for the Trip, the undersigned hereby agree to release, defend, hold harmless and indemnify the Released Parties and their successors, heirs, executors and administrators from any and all liability caused by the acts or omissions of the Released Parties, and do hereby for the undersigned and the undersigned's heirs, executors and administrators waive, release and forever discharge any and all rights and claims for damages as a result of said acts or omissions, which the undersigned or the student may have or which may hereafter accrue arising out of or in connection with acts or omissions of the chaperones on the Trip.
9. The undersigned acknowledge that the Trip is organized, sanctioned and sponsored by _____ and is not organized or sponsored by _____ School or DeKalb County School District.
10. The undersigned acknowledge and agree that any designated chaperone will not supervise the student at all times during the Trip. The undersigned acknowledge and agree that the Released Parties shall under no circumstances be responsible or liable for the student's personal injury, illness, death and/or property damage that takes place when the student is outside the presence of any chaperone, and the undersigned agree to release, defend, indemnify and hold harmless the Released Parties for any and all such claims including, but not limited to, claims brought directly by the student.
11. In addition, the undersigned agree and acknowledge that it is their intention fully to assume all of the risks of travel and participation in the Trip and to release the Released Parties from any and all liabilities to the maximum extent permitted by law. If this agreement is also signed by a student who is 18 year of age or over, then that student is making a similar release and assumption of risk.
12. This agreement will be governed by the laws of the State of Georgia. The undersigned hereby declare myself to be physically and mentally sound, and capable of entering into this agreement.
13. The undersigned represent that their agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, they have the right to consult with the attorney of their choice.
14. The undersigned agree that a copy or scanned version of this executed agreement shall be as good as the original and operate for all purposes as the original.

Parent Name Printed

Signature of Parent/Guardian

Date

Parent Name Printed

Signature of Parent/Guardian

Date

If the student is 18 years of age or older, then he/she must also sign this agreement indicating that he/she agrees to and accepts the terms and conditions of this agreement.

Student Name Printed

Signature of Student

Date