

Agreement for Indemnification and Release of Liability

RE: Handbook and School Activities 2009-2010

Student's Name: _____ Date of Birth: _____

Parent or Legal Guardian: _____

The enrolling Student ("Student") and the Student's parent or legal guardian acknowledge and understand the following:

1. We have read the Verde Valley School Student Handbook. We understand and agree to comply with the Handbook.
2. We understand that the goal of the Verde Valley School ("School") is to educate students for college and for life. In connection with this goal, the School sponsors a variety of activities, many of which are summarized in the Handbook and include team sports, horseback riding, rock climbing, fitness, martial arts, and camping. We understand that these activities may involve a risk of injury, other harm or damage to the Student and the Student's property.
3. We understand that the Student may engage in activities on- or off-School campus. Some activities may be sponsored by the School, while others may not be sponsored by the School.
4. The Student willingly agrees to comply with terms and conditions for participation in all activities. If I observe any unusual significant hazard(s) during my presence or participation I will remove myself from participation and bring such to the attention of the nearest instructor or school employee immediately.
5. We understand that the Student may be engaging in activities that involve a risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from the Student's own actions, inactions or negligence, but the actions, inactions, or negligence of others, including the School and its agents, employees and affiliates, or equipment the Student may use. Further, there may be other risks not known to the Student and the Student's parent or guardian, or not reasonably foreseeable.
6. By signing below, the Student and the Student's parent or legal guardian, assume all of the risks relating to the activities set forth in the Handbook and any activities in any way relating to the School. The Student and the Student's parent or legal guardian accepts personal responsibility for any damages following any such injury, permanent disability, and death or property damage.

7. The following sports and/or activities require informed, individual consent. Please read each carefully and indicate your permission for your child to participate in each sport/activity by initialing.

HORSEBACK RIDING: I understand that horseback riding is classified as a rugged adventure recreational sport activity and that there are numerous obvious and non-obvious inherent risks despite all safety precautions. Further, I agree that my child and/or legal ward has been notified that protective headgear must be worn by the child while riding or working with horses.

Permission IS given for my student to participate in this activity.

_____ (initial)

MOUNTAIN BIKING: I understand that mountain biking is an inherently dangerous activity. Risks include, but are not limited to, cold, wet weather, loose rock, uneven trails, and the potential for falls, lightning and travel to and from the biking sites.

Permission IS given for my student to participate in this activity.

_____ (initial)

ROCK CLIMBING: I understand that rock climbing is an inherently dangerous activity and the risk of injury involved in this program is significant. Risks include, but are not limited to, cold, wet weather, loose rock, uneven trails, and the potential for falls, lightning, permanent paralysis and death.

Permission IS given for my student to participate in this activity.

_____ (initial)

OFF CAMPUS TRAVEL: I understand that risks include, but are not limited to travel, injury and damage to property. The Student and Parent (or legal guardian) acknowledge and agree that the School cannot supervise the Student at all times while engaging in travel. We further understand and agree to be responsible for supplying any and all money necessary for travel and agree to appropriate identification necessary to enter into foreign countries and for return to the United States. In the event the Student travels without such required identification, we understand and agree that the Student, not the School, will be responsible for the Student's well-being.

Permission IS given for my student to participate in this activity.

_____ (initial)

WHITEWATER KAYAKING: I understand that risks include, but are not limited to unpredictable fluctuations in river flow levels and other unforeseeable hazards. Participants in this activity must recognize that, although our program seeks to minimize danger and maximize safety, the risk of serious injury or death is real and cannot be completely eliminated.

Permission IS given for my student to participate in this activity.

_____ (initial)

8. **Image Use Authorization:** I hereby approve and give consent that the School may use any images of the above-named Student for reproduction and publication in School literature, advertising, displays and publicity and on the internet on the School's official website. I am aware that my child's name, a description of activities, state or country of residence and his/her quotes may accompany the photograph. I affirm that I have legal right to issue such consent and that my permission to use images of my child as indicated above remains until I rescind such permission.

Permission IS given for the school to use my child's photograph(s).

_____ (initial)

9. The Student and the Student's parent or legal guardian forever release and discharge the School, and each of all their agents, employees and affiliates from any and all claims, demands, causes of action, losses or damages, whether known or unknown, foreseeable or unforeseeable relating to the activities set forth in the Handbook and any activities in any way relating to the School. This release applies to claims, demands, causes of actions, losses or damages arising from the action, inaction, or negligence of the Student, or the actions or inactions of the School or any third party.

10. The Student and the Student's parent or legal guardian agree and consent to indemnify and hold harmless the School and each and all of its agents, employees, and affiliates, from all liabilities, costs, claims, and attorney's fees arising out of any claim relating to an injury, harm, or other damage caused by engaging in any activities set forth in the Handbook or any activities in any way relating to the School.

11. The Student and the Student's parent or legal guardian agree and represent that the Student has personal health, accident and liability insurance sufficient to cover any injuries suffered or inflicted by the Student. We further understand and agree that the undersigned will be personally liable for any and all medical and dental related costs, which are not deemed to be covered or paid by the Student's insurance policy.

12. The Student and the Student's parent or legal guardian agree that Arizona law, except for its conflict of law, applies to the construction and interpretation of this release.

THE UNDERSIGNED HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Student: _____ Date: _____

Parent or Legal Guardian: _____ Date: _____