

PLEASE SIGN AND RETURN WITH REGISTRATION

Consent

This document is to certify that in consideration of the benefits to me or my child and to other children to be gained through programs sponsored by Kimberton Waldorf School (referred to below as "KWS") under the jurisdiction of the organizers, teachers, chaperones, and sponsors, agree to have my child participate in athletic events, planned field trips, summer camp programs and other programs (collectively "Activities") and acknowledge as follows:

Although KWS has taken reasonable steps to provide appropriate equipment and skilled staff for the Activities, I/we acknowledge that the Activities have risks, including certain risks which cannot be eliminated without destroying the unique character of the Activities. The following describes some, but not all, of those risks.

- KWS field trips and outdoor educational programs involve living, camping and traveling out of doors, where participants are subject to numerous risks, environmental and otherwise.
- KWS field trips and outdoor educational programs often occur in remote places, at some distance from medical facilities. Communication and transportation may be difficult and sometimes evacuations and medical care may be significantly delayed. Meals are prepared over gas stoves and open fires. Water often requires disinfection before use.
- Travel may be by vehicle, on foot and by other means, over rugged, unpredictable, on- and off-trail terrain with the attendant risks.
- Decisions are made by the instructors and students or participants usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to reasonable errors in judgment.
- Athletic activities by their very nature involve risk of physical injury, some of which can be serious.

I/We agree to assume responsibility for these and all other inherent risks of the Activities as part of the school program. I/We represent that I/my child am/are fully capable of participating in the Activities, without causing harm to others or myself/himself/herself. Therefore, I/we assume and accept full responsibility for my/my children's actions.

Agreement of Indemnity and Release

In consideration of my/our children being allowed to participate in these Activities, I and if under 18 years of age, the parents or guardians who have signed below, acknowledge and agree that I/we have read and understand this Consent and Release Agreement and agree to all its provisions.

- a) I/We acknowledge and assume all risks of the Activities whether those risks are known or unknown, inherent or otherwise.
- b) I/We hereby waive, release and discharge KWS, its agents, employees, trustee, officers, contractors, and all other persons or entities associated with it and its activities, including volunteers (individually and collectively hereinafter referred to as "KWS") from all claims, liabilities and losses whatsoever asserted by or on behalf of me, or by my parents or guardian(s), in any way arising from or related to my enrollment or participation in any of the Activities (including transportation and occurrences to and from the Activities or the use of KWS equipment or facilities). This release includes loss or damage claimed to be caused in whole or in part by the negligence of KWS. I/We understand that in signing this document, I/we surrender all rights to make a claim or file a lawsuit against KWS for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract, or under any other legal theory, except in cases of intentional wrongs or the gross negligence of KWS.
- c) I/We hereby agree to defend, hold harmless and indemnify KWS from any claim, liability, loss, damages or expenses (including attorney's fees) resulting from a claim brought by a fellow student or participant, rescuer, or any other person for loss or damage caused by my/my child's conduct.

Medical Authorization

KWS is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me/my child(ren) and a copy of this authorization shall be valid and may be relied upon by any health care provider.

CONSENT AND RELEASE AGREEMENT

Consent and Waiver Regarding Audio/Video/Photographic Recordings and Use of Artwork

We love to highlight our students in our marketing materials. Please check the appropriate box:

_____ I/We consent to the taking and public use of any photographic, audio, visual, or other media recordings by a person selected by KWS. I consent to the reproduction and public use of my child's name, image, and artwork in any school-related publications or projects. I/We release KWS, its agents, employees, trustees, officers, contractors, and all other persons or entities associated with it from any liability connected with the taking or use of these audio, video or photographic recordings or reproductions. I/We assign to KWS all of my/our right, title and interest, including copyrights, which I/we may have in any such audio or video recording or photograph or artwork, and I authorize KWS to edit, reproduce, sell, lease, license to a third party, exhibit, broadcast and distribute such recordings or reproductions as part of its educational activities and school-related projects, in any medium now in existence or which may be developed in the future, including on the Internet.

_____ I/We do **NOT** consent to the above regarding audio/video/photographic recordings and use of artwork.

General Provisions

Any dispute between KWS and me and/or my parents or guardian shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the Commonwealth of Pennsylvania, and any lawsuit shall be filed only in the Court of Common Pleas of Chester County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.

If I or my parents or guardians have any legal dispute with KWS which cannot be settled through discussions between the parties, I/we will attempt to settle the dispute through mediation before a mutually acceptable mediator selected jointly by the parties or through the auspices of the American Arbitration Association in Philadelphia, Pennsylvania.

I/We also agree to pay all costs and attorneys' fees incurred by KWS in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court determines that KWS is not responsible for the injury or loss.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children, successors and assigns.

I/WE UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT THAT AFFECTS MY LEGAL RIGHTS. BEFORE SIGNING BELOW, I/WE HAVE READ THIS AGREEMENT, HAD THE OPPORTUNITY TO OBTAIN LEGAL ADVICE, AND MY/OUR SIGNATURE ACKNOWLEDGES AGREEMENT TO ITS PROVISIONS.

The parents or guardian must sign below if the student is under 18 years of age to reflect their understanding and agreement, for themselves and on behalf of the student or participant, to the provisions of this Consent and Release Agreement.

Child's Name

Parent or Guardian Signature

Date

Parent or Guardian Signature

Date