



HAMDEN HALL COUNTRY DAY SCHOOL

HAMDEN HALL AQUATIC CLUB PROGRAM

The Hamden Hall School, Inc.

Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your child's participation in the Hamden Hall Aquatic Club (HHAC) now or any time in the future.

Acknowledgment of Risk

I, being of sound mind and body, do hereby acknowledge and agree that participation in the HHAC activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with my child's participation in this program, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with the HHAC and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

Initial

Participating in the HHAC or accessing the Hamden Hall Athletic Complex and the Beckerman Athletic Center property and facilities could increase the risk of contracting COVID-19. The Hamden Hall School, Inc. (the School) in no way warrants that COVID-19 infection will not occur through participation in the HHAC or by entering upon or accessing the Hamden Hall Athletic Complex and the Beckerman Athletic Center property or facilities.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my child's participation in the HHAC, I agree to release and on behalf of myself and my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** the School, its officers, board members, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the School, on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the Hamden Hall Athletic Complex and the Beckerman Athletic Center facilities/equipment or participation in the HHAC, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of any and all Releasees.

EXCELLENCE • SUPPORT • PARTICIPATION • ACCOUNTABILITY • RESPECT

Initial

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In consideration of my participation in the HHAC, I, agree to INDEMNIFY AND HOLD HARMLESS the School and releases from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation in The HHAC.

I hereby certify on behalf of myself that I have full knowledge of the nature and extent of the risks inherent in my participation in the HHAC and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, that I sustain while participating in the HHAC Program and that by signing this agreement I HEREBY RELEASE and FREE (Releasees) the School of all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in the HHAC.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read and reviewed the entire Agreement, of my own free will.

Participant Name (Print Clearly)

Participant Signature

Date