



**SUMMER PROGRAM 2016
LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT**

The undersigned, parent or legal guardian of _____ (the "Participant"),
[Participant name]

in consideration for permitting Participant's participation in the following program:

_____ (the "Program(s)"), offered by Crossroads Academy,
[Summer Program(s) name(s)]

(the "School") and other valuable consideration, the receipt and sufficiency of which I acknowledge, intending to be legally bound, **knowingly and voluntarily executes this liability waiver and indemnification agreement** on behalf of the Participant and myself and our respective representatives, heirs, and next of kin, and further represents, covenants, and agrees as follows:

1. Acknowledgment and Assumption of Risk. Participation in the Program is strictly voluntary and involves the risk of serious injury or death. The Participant has requested, and on Participant's behalf I voluntarily request, that Participant participate in the Program. I and Participant agree to read and abide by the rules and regulations of the Program.

Risks from the Program include, but are not limited to: trips and falls, insect or tick bites, stings, cuts, abrasions, sun exposure, allergic reactions, and serious injury or death. I understand the risks, both known and unknown, associated with participation in the Program and knowingly and freely assume for myself and the Participant all such risks and hazards and all other risks that may arise as a result of participation in the Program or the action, inaction, or negligence of other participants. Because activities in connection with the Program are inherently dangerous and involve the risk of serious injury or death or property damage, I and the Participant expressly agree that this Liability Waiver and Indemnification Agreement (this "Waiver") is intended to be as broad and inclusive as is permitted by the laws of the State of New Hampshire.

2. Waiver and Release of Claims. I, for myself and the Participant, hereby **expressly waive, release, discharge, and renounce any claims** against the School, its trustees, directors, officers, employees, and agents (collectively, the "Releasees"), for any and all damages, actions, causes of action, liabilities, claims and demands whatsoever, including without limitation, any claims or damages resulting from injury to property or person, including death, which I or Participant may ever have, arising out of Participant's participation in the Program, including traveling to and from Program activities, and whether or not such loss or injury is caused by the negligence of the Releasees or any of them.

3. Covenant Not to Sue. I and Participant agree never to institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against the School arising out of Participant's participation in the Program.

4. Indemnification. I, for myself and Participant, hereby agree to indemnify, defend (with counsel reasonably acceptable to the School), and hold harmless the School from and against any and all claims, losses, damages, liabilities, and expenses (including settlement costs and any reasonable legal or other expenses for investigating or defending any actions or threatened actions) the School may incur in connection with any action, claim or dispute arising out of Participant's participation in the Program (including travel to and from Program activities), whether or not such claim is caused by the negligence of the Releasees or any of them.

5. Medical Insurance. The School strongly recommends that the Participant not participate in the Program unless he/she has medical insurance sufficient to cover both minor and serious bodily injuries and that he/she has disability insurance if the Participant is employed or has other significant responsibilities.

6. Consent to Medical Treatment and Release. The School in no way insures, guarantees, or otherwise maintains responsibility for any medical treatment the Participant may require during his/her participation in the Program. I have provided all requested medical and insurance information and have signed the Crossroads Academy School Health Information and submitted it to Clare Smith, Summer Program Coordinator.

7. Binding Effect. This Waiver shall bind and inure to the benefit of me and the Participant and our respective heirs, executors, administrators, legal representatives, successors and assigns.

8. Choice of Law; Jurisdiction and Venue. This Waiver shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire (the "State") without regard to the State's conflict of laws principles. I and Participant submit to personal jurisdiction within the courts of the State. The exclusive venue for resolving disputes arising in connection with this Waiver shall be in state or federal court in the State.

9. No Modification or Revocation of Waiver; One Agreement. Any modification of this Waiver must be in writing and signed by the party to be bound by the modification. I may not terminate or revoke this Waiver. This Waiver constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

10. Severability. The invalidity of any portion of this Waiver shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Waiver is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed subsequent to the invalid provision being expunged.

11. Enforcement Costs and Attorneys' Fees. In the event that any costs and expenses (including reasonable attorneys' fees) are incurred to enforce any covenant contained in or defend against any claim waived or released in this Waiver, I will pay such costs and expenses.

12. Behavior. I understand that inappropriate behavior, as evaluated by the Head of School and/or Summer Program, could result in dismissal from the program without a refund.

13. Media Release. I grant Crossroads and its 2016 program partners (if applicable) permission to use photographs of my child participating in Program(s) activities for publication in promotional materials. I understand my child's name will not be used.

14. Refunds and Cancellation Policy. I accept that the deadline for participants to cancel is April 30, 2016 with a 100% refund, less a \$40 processing fee/student/session; there will be no refunds beyond April 30, 2016.

I HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS AND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND THE PARTICIPANT BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I certify that I am parent/guardian with legal responsibility for _____
[Participant name]

PARENT/GUARDIAN: X _____ DATE: _____
(Parent's/Guardian's Signature)

Printed Name: _____ Emergency Phone Number: _____