



ACCIDENT WAIVER AND RELEASE OF LIABILITY

Version: 1.0 Last Updated: 11/19/2021

NAME OF ACTIVITY: _____

DATE OF ACTIVITY/DATE RANGE OF ACTIVITY (IF MULTIPLE DATES): _____ to

By signing this Waiver, I assume all risk of my student and/or myself participating in the above activity (hereinafter "activity"). Without signing this form, neither myself nor my student will be able to participate in the activity. I acknowledge that the above activity may pose some risk of personal injury and that I undertake and assume this risk for myself and my student.

On behalf of myself and my student, I further waive and release the promoters of the activity, including Mountain Desert Career Pathways, any school facility, any insuring entity of the above, and their directors, board members, officers, employees, volunteers, agents, representatives, or assigns, as well as the activity sponsors, from any and all liability, including, but not limited to, liability arising from negligence or fault of the entities or persons for any injury or disability which may occur as a result of my or my student's participation in the above activity. I am assuming all risks on behalf of myself and my student that may arise from negligence or carelessness on the part of any of the persons or entities being released, as well as from defective equipment, real property or personal property that is owned, maintained or controlled by the above persons.

I CERTIFY THAT MY STUDENT AND MYSELF ARE PHYSICALLY FIT AND SUFFICIENTLY PREPARED FOR PARTICIPATION IN THE ACTIVITY AND THAT THERE ARE NO HEALTH RELATED REASONS OR PROBLEMS WHICH WOULD PRECLUDE THE PARTICIPATION OF MYSELF OR MY STUDENT IN THE ACTIVITY. I HAVE NOT BEEN ADVISED OF ANY REASON WHICH WOULD LIMIT MY STUDENT OR MYSELF IN PARTICIPATING IN THE ACTIVITY.

I consent to receive any medical treatment deemed advisable for an injury to myself or my student during the activity and that any medical or other insurance for myself and/or my student will be insurance of first resort before contribution by any other insurance for any other person or entity, including accidental death and dismemberment insurance and accident medical insurance.

I understand that I and/or my student may be photographed while participating in the activity. I agree to allow my and my student's photo, video, or film likeness to be used for any legitimate purpose by the activity holders, sponsors, producers, and their assigns.

I shall defend, hold harmless, and indemnify the parties from and against all losses, claims, damages, costs or expenses (including reasonable legal fees, or similar costs) in connection with any action or claim brought or made (or threatened to be brought or made), for, or on account of any injuries or damages, received or sustained by myself and/or my student arising during the course of the activity.

EACH OF THE UNDERSIGNED expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

This Agreement may not be modified.

I certify that I have read this document, and I fully understand its contents. I am aware that this is a release and indemnification of liability for myself and my student, and I sign it of my own free will.

Participant's Name: _____

Participant's Signature: _____

Participant's Parent/Guardian Name (if minor): _____

Participant's Parent/Guardian Signature (if minor): _____

Address of Participant: _____

Dated: _____