

Sage Hill School Waiver

SCRAM 2019

I, the undersigned am the parent or legal guardian of the registrant ("my child"). I have requested that my child participate in Sage Hill School's ("the School's") Southern California Regional Amici Madness (SCRAM) events on campus, including but not limited to, athletic, artistic, and academic events and competitions on November 9, 2019. I understand that my child will not be able to participate in SCRAM in 2019 without completing and signing this Release Agreement (the "Agreement"). As consideration for the School allowing my child to participate in SCRAM, I hereby agree as follows:

Consent to Participate

I hereby give my full consent and permission for my child to participate in SCRAM.

Media Consent

The School often takes photographs and video of its participants during SCRAM. These photographs and video may be used in publications, websites, or other promotion of the School. The School will not identify your child by name or provide any other information without additional permission. I give permission and consent to allow photographs and video to be taken during SCRAM. I further give permission and consent that any such photographs and video may be published and used by the School and its agents, to illustrate and promote the SCRAM and/or Sage Hill experience without compensation.

Assumption of Risk

I acknowledge that, during his/her participation in SCRAM, my child may be exposed to substandard facilities and equipment, unforeseen circumstances and occurrences, including but not limited to, illnesses, accidents, weather conditions, large crowds, terrorist attacks, physical dangers (both minor and major), the need to use third-party vehicles, and other unusual events and situations. I further acknowledge that the risks to my child include, but are not limited to, personal injury (including emotional/psychological harm), serious bodily harm (e.g. broken bones, neck or spinal injury, sprains, strains, ligament tears, dislocations, concussions, pool chemical poisoning, pool related disease, exertion, and dehydration), permanent and temporary disability, drowning, electrocution, pool drain entrapment, death, damage or loss to personal property and other economic damage and loss.

I also acknowledge and accept that independence, responsibility, and autonomy are critical to the learning experience. Consequently, the School and its employees, agents and volunteers will exercise judgment regarding the extent of direct supervision afforded to students on an age-appropriate basis. I accept and assume the potential risks associated with this practice. I understand and acknowledge that my child must follow directions of school employees, agents and volunteers and respect and follow all applicable School rules as set forth in the School Handbook available on www.sagehillsschool.org (including, but not limited to, rules on safety, water safety, (e-)cigarettes, alcohol, drugs and gambling), which are fully applicable. Violators are subject to the same disciplinary sanctions as if they broke the rules at School.

By signing this agreement, I ASSUME ALL RISKS ARISING OUT OF, OR RELATING TO, MY CHILD'S PARTICIPATION IN SCRAM. I FURTHER AGREE THAT MY CHILD ASSUMES ANY AND ALL RISKS ARISING OUT OF, OR RELATING TO, THEIR PARTICIPATION IN SCRAM. I acknowledge these inherent risks and recognize that they cannot be eliminated. To the extent that these risks can be mitigated, I recognize that my child has primary responsibility for mitigating such risks and believe that my child has sufficient maturity and judgment to do so.

Release of Liability & Covenant Not to Sue

To the full extent permitted by law, I voluntarily release and covenant not to sue Sage Hill School and its trustees, officers, directors, employees, agents, representatives, coaches, and volunteers (collectively the "Released Parties") from any and all claims and liabilities that arise out of, or relate to, my child's participation in SCRAM. I understand, however, that through this Agreement I am not releasing the Released Parties from any injury my child suffers as a direct result of the Released Parties' intentional misconduct or gross negligence.

Agreement to Indemnify

I agree to indemnify the Released Parties for any and all claims and liabilities against the Released Parties arising out of or relating to my child's participation in SCRAM to the full extent permitted by law, including, but not limited to, claims and liabilities arising out of or related to my child's failure to comply with the rules, standards, and directions of the School and its employees, agents and volunteers.

Binding Agreement to Arbitrate: Any non-time barred, legally actionable controversy or claim arising out of or relating to my child's participation in SCRAM (including, but not limited to the determination of the scope and applicability of this Agreement to Arbitrate), shall be submitted to final and binding arbitration to be held in Orange County, California in accordance with JAMS' Comprehensive Arbitration Rules and Procedures and governed by the Federal Arbitration Act and substantive California law. The Rules can be accessed at: <https://www.jamsadr.com/rules-comprehensive-arbitration/>. Initiation, existence and outcome of any arbitration – including, but not limited to, any material filed with the arbitrator, the

contents of all depositions or testimony, all documents produced during the course of the arbitration, any written decision, and any remedy imposed or damages awarded by the arbitrator – shall remain confidential. In the event of any legal action between the parties arising out of my child's participation in SCRAM, the prevailing party therein shall be awarded all reasonable attorneys' fees expended or incurred in such legal action, to be recovered as part of the costs therein, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. SCHOOL AND PARENTS/LEGAL GUARDIANS ("Parties") HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY OTHERWISE HAVE TO TRIAL BY JURY OR COURT OF SUCH CLAIMS OR DISPUTES.

Integration, Modification, and Severability

This Agreement constitutes and contains the entire agreement and final understanding concerning my child's participation in SCRAM. The Agreement supersedes and replaces all prior negotiations and agreements proposed or otherwise, written or oral, concerning the subject matter hereof. This is a fully integrated agreement. To be enforceable, any modification of this Agreement must be in writing and must be signed by myself and an authorized representative of the School. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

ITEM #1 PARENT/GUARDIAN CONSENT FOR MY CHILD'S PARTICIPATION IN SCRAM

By accepting this waiver, I acknowledge that I have read a complete copy of this Agreement. I understand that this Agreement is to be construed as broadly as possible, consistent with applicable law. I understand the legal consequences of signing this binding Agreement. I agree to all of the terms and conditions as set forth herein, and am satisfied that the Agreement is fair, just, and equitable. I also agree not to revoke my consent and approval at any time. I hereby represent, warrant and agree that my child will not at any time disaffirm this Agreement by reason of my child's minority or otherwise.

ITEM #2 CHILD ACKNOWLEDGEMENT FOR PARTICIPATION IN SCRAM

By accepting this waiver, I acknowledge that I have read a complete copy of this Agreement. I understand that all of the above terms and conditions in the Agreement are binding on me. I also understand that the regulations of the School Handbook apply to my behavior while I participate in SCRAM. I further understand that I must respect all School rules, which are fully applicable and that I must comply with all directions given to me by School employees, agents, and volunteers. I agree to comply with such regulations, rules, and directions while participating in SCRAM and understand that my failure to do so will result in the same disciplinary sanctions as if such failure occurred at School.

Parent/Legal Guardian

Name (Print) _____

Signature _____ Date _____

Participating Student

Name (Print) _____

Signature _____ Date _____