

CONSENT, RELEASE AND INDEMNITY AGREEMENT

Read this agreement very carefully – This is a release of liability

The Gregory School student _____ and the student's parent(s)/guardian(s)/custodian(s) desire that student participate in the activity described below. The undersigned hereby consent to and grant permission for student to participate in the following activity:

ACTIVITY: 9th Grade Interim Tip, including any and all related activities and events, as well as transportation to and from any site of the activity and leisure time activities

In consideration of the student's participation in the Activity, I/we acknowledge that The Gregory School requires that this Consent, Release, and Indemnity Agreement be executed by the student's parent/guardian/custodian, and by the student if student is over the age of 18 at the date of signing. To the extent student is under the age of 18, parent's/guardian's/custodian's execution hereof will be on their own behalf, the student's behalf, and encompass all heirs, assigns and next of kin of each of them.

I/We acknowledge that participating in the Activity involves certain risks to the student and that injuries (including death), illnesses, damage, property damage, loss or other harm could occur. I/We accept and voluntarily assume any and all risks of any illnesses, injuries (including death), damages, property damages, loss or harm which arise during or resulting from student's participation in the Activity, regardless of whether it was caused in whole or in part by the negligence of The Gregory School, its officers, trustees, employees, faculty, agents, representatives, volunteers, and/or students (the "Released Parties").

Accordingly, the undersigned, jointly and severally, hereby waive and release all claims against any of the Released Parties for any injuries (including death), illnesses, damages, property damages, losses, debts or claims, whether known or unknown, which arise during or result from student's participation in the Activity, regardless of whether caused in whole or in part by the sole or contributory negligence or other fault of any of the Released Parties. I/We release and forever discharge the Released Parties from all such claims.

I/We agree to indemnify and hold harmless the Released Parties from all losses, liabilities, damages, costs, and/or expenses, including, but not limited to reasonable attorneys' fees and other litigation costs and expenses, incurred by any of the Released Parties as a result of any claims or suits that I/we, or anyone claiming by, under or through me/us, may bring against any of the Released Parties to recover any losses, liabilities, damages, costs, and/or expenses which arise during or result from student's participation in the Activity, regardless of whether caused in whole or in part by the negligence or other fault of any of the Released Parties.

The undersigned also agree to indemnify and hold harmless the Released Parties from and against any and all claims, demands, losses, expense cost, damages, or liability arising out of or

with respect to any action, claim or demand of every kind and nature whatsoever which may be made against Released Parties, or any them, which may be sustained as a result of any injury to student, the undersigned or to another person or to property, caused directly or indirectly by student.

The undersigned expressly agree that this Consent, Release and Indemnity Agreement is intended to be as broad and inclusive as permitted by law and that if any portion thereof is held invalid, the balance shall continue in full force and effect.

All terms of this Agreement are deemed incorporated herein by reference, except that Arizona law shall govern this Agreement and any claim or controversy solely between any of the undersigned and The Gregory School shall be brought in Pima County, Arizona.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Consent, Release, and Indemnity Agreement as of the date set forth next to the signatures below.

Dated: _____

Signature – parent/guardian/custodian

Printed name - parent/guardian/custodian

Dated: _____

Signature – student (if student is at least 18 years of age)