Release and Waiver of Liability and Indemnity Agreement

PLEASE READ ENTIRE DOCUMENT CAREFULLY AND SIGN.

In consideration of permitting my/our child, ____________________________ to participate in San Domenico School activities, events, and programs or to use the facilities, equipment or services of San Domenico School for any purpose, I/We, the undersigned custodial parent(s) or legal guardian(s), on my/our behalf and on behalf of Student, acknowledge and agree to the following:

1. I/We, fully understand that my/our Student will be engaging in activities that involve risk of injury or loss that may include theft or damage to personal property, physical injuries, psychological injuries, social or economic losses, and possible permanent disability or loss of life.

2. Understanding these risks, I/we hereby accept all risks of my/our Student's participation in San Domenico School activities, events, and programs or to use the facilities, equipment or services of San Domenico School for any purpose. This includes all on-site, off-site or affiliated activities, events, programs, facilities, equipment or services of San Domenico School.

3. I/We hereby release, waive, discharge and agree not to sue San Domenico School, its directors, officers, employees, agents, coaches, other participants, volunteers, and, if applicable owners and lessors of the premises used to conduct programs and events, (hereinafter referred to as "Releasees") from all liability to the undersigned, Student, personal representatives, assigns, heirs, and next of kin for any damages, losses, costs, claims or expenses, or injuries to any person or property while Student is in, upon, or about the premises of any facilities or equipment or participating in any San Domenico School program or event, including on-site, off-site or affiliated activities, events, programs, facilities, equipment or services of San Domenico School.

4. I/We hereby agree to indemnify and hold harmless Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned and/or Student in, upon, or about San Domenico School premises or in any way observing or using any facilities or equipment of San Domenico School or participating in any program or event affiliated with San Domenico School.

5. If, despite the signing this waiver, a lawsuit is brought against San Domenico School, its employees, agents, officers, trustees and affiliates in relations to my Student’s participation in San Domenico School or affiliated activities, events, and programs or the use of facilities, equipment or services, I/we agree to pay for any and all court costs and attorneys fees incurred, including any and all court costs and attorneys fees incurred by San Domenico School, as a result of such litigation.

6. I/We further agree that this release, waiver and indemnity agreement shall be construed in accordance with the laws of the State of California and if any provision is found to be unenforceable or
invalid in any way, the remaining provision will remain in force and effect

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING AND THAT I AM AWARE OF THE LEGAL CONSEQUENCES OF THIS AGREEMENT, INCLUDING THAT IT PREVENTS ME FROM SUING SAN DOMENICO SCHOOL OR ITS EMPLOYEES, AGENTS, DIRECTORS, OR OFFICERS IF STUDENT IS INJURED OR DAMAGED FOR ANY REASON AS A RESULT OF STUDENT BEING IN, UPON, OR ABOUT THE PREMISES OF SAN DOMENICO SCHOOL OR USE OF ANY FACILITIES OR EQUIPMENT THEREIN OR PARTICIPATION IN ANY EVENT OR ACTIVITY.

I/WE VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I/We hereby warrant that I/we are the custodial parent(s) or legal guardian(s) of Student who is a minor, and agree, on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

I HAVE READ THIS WAIVER AND RELEASE. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

____________________________________________________________
Signature of Parent/Legal Guardian

Print Name of Parent/Legal Guardian

Name of Student in School

____________________________________________________________
Signature of Student (If over 18 years of age)