

**ASHLEY HALL
ATHLETICS PARTICIPATION & RELEASE FORM**

Student Name: _____

Grade: _____ Date of Birth: _____

Ashley Hall (the "School") believes that education and development extend beyond the classroom, and participation in athletic activities is an important part of a student's educational experience and the School curriculum. You have voluntarily enrolled the above named child (the "Student") in the School and acknowledge and agree that your child's participation in interscholastic organized sports and athletic activities provided or sponsored by the School is a privilege, and not a right guaranteed by any agreement among you, Student, and the School.

Please review the Athletics Permission & Release Form (the "Form") carefully and be in touch with the Athletic Director if you have any questions. Student will not be permitted to participate in any interscholastic organized sports or athletic activities provided or sponsored by the School unless this form is signed, where indicated, by Student and her parents and/or legal guardians.

I. PARENTAL PERMISSION AND CONSENT TO PARTICIPATE

In consideration of Student's participation in Athletics and the Athletics Program (as hereinafter defined), I, the undersigned, acknowledge, understand, and agree as follows:

1. Student has my permission to participate fully in any interscholastic organized sports and athletic activities provided or sponsored by the School (collectively referred to as "Athletics");
2. Student has my permission to participate in pre-season practices and post-season activities associated with Athletics;
3. Student has my permission to be transported, by means of transportation selected by the School, to activities associated with Athletics, including but not limited to, transportation by plane, bus, boat, train, and/or private vehicle; and
4. Student has my permission to stay in accommodations selected by the School, when participating in Athletics that involves training or competing off of the School's campus and requires an overnight stay.

All of the activities described above are collectively referred to herein as the "Athletics Program." By signing this Form, I acknowledge that I have had the opportunity to ask questions and obtain whatever information I require to fully inform myself about the Athletics Program, including the risks that Student may be exposed to in the Athletics Program.

I acknowledge that I have considered and disclosed to the School all physical or mental health conditions, and any risks associated with any such conditions, that could potentially affect Student's ability to safely participate in the Athletics Program. My permission for Student to participate in the Athletics Program is based upon my belief that Student does not have a physical or mental health condition that could affect Student's ability to safely participate in the Athletics Program. If any such concerns arise, I will bring them and any risks associated with them to the attention of the School Athletic Director prior to Student participating in the Athletics Program.

Even though there are risks associated with Student's participation in the Athletics Program and the possibility of additional risks of which neither the School nor I may be aware, I represent and warrant that I have enrolled Student in any and all insurance, including, but not limited to, health care, accident, travel and personal property insurance that I believe, in my sole judgment, is necessary to protect Student and Student's interests while participating in the Athletics Program.

II. RELEASE, INDEMNIFICATION, COVENANT NOT TO SUE, ASSUMPTION OF RISK AND WAIVER

I understand that Student's participation in the Athletics Program may expose Student to certain risks, including, without limitation: physical exertion; transportation; travel; inappropriate conduct or negligence by self or others; misjudgment by self or others; participants' mental or physical conditions (known or unknown, disclosed or undisclosed); falling down or slipping; drowning, dangerous road conditions and transportation problems to off-campus events; and other risks associated with engaging in competitive sports or travel to off-campus events.

I understand that Student's participation in **the Athletics Program** includes certain risks associated with the exertion of physical effort, physical contact with other participants, contact with equipment in and adjacent to the playing environment, exposure to the natural environment, and other risks associated with the participation in **the Athletics Program**, both known and unknown to me, including but not limited to bodily or mental injury, serious bodily injury, concussions, paralysis, or death.

In consideration of Student being allowed to participate in the Athletics Program, I, the undersigned, expressly acknowledge, understand, and agree to the following:

A. **RELEASE:** I agree, on my own behalf and that of Student and our heirs, executors, administrators, personal representatives and/or assigns ("Releasers"), to forever release, acquit, discharge and covenant to hold harmless the School, its trustees, employees, volunteers, representatives, and agents, as well as the trustees, employees, volunteers, representatives, and agents of any other educational institution on whose campus Student participates in the Athletics Program (the "Releasees") from any and all claims, suits, liabilities, actions and causes of action, including but not limited to, claims of negligence, including gross negligence, or claims arising in connection with a violation of the Heat Policy on the part of the Releasees, which Releasers may have, now or in the future, which arise directly or indirectly out of Student's participation in the Athletics Program.

B. **INDEMNIFICATION:** I hereby agree, on my own behalf and on behalf of Student, to indemnify the Releasees from and against any and all demands, claims, suits, actions and causes of action, including but not limited to, claims of negligence, including gross negligence, and any other liabilities, including attorneys' fees, by any person arising directly or indirectly from Student's participation in the Athletics Program, including, but not limited to, any injury of any person caused by me or Student or for damage to or destruction of any property caused by me or Student.

C. **COVENANT NOT TO SUE:** I hereby covenant, on my own behalf and on behalf of Student, not to sue the Releasees for any claim covered under Section II, Paragraph A (the "Release"). I represent that I have not asserted in any forum any claim described in the Release. I further agree that I will not assert in any forum any of the claims described in the Release. I acknowledge and agree that the School is entitled to recover reasonable costs and attorneys' fees incurred in the enforcement of this provision. Notwithstanding the generality of this Covenant

Not to Sue, the above Release and waiver of claims applies to the fullest extent permitted by law.

D. ASSUMPTION OF RISK: I fully understand, accept, and appreciate that Student's participation in the Athletics Program involves risks and danger of serious bodily injury, including, but not limited to, permanent disability, concussions, paralysis and death. While particular rules, equipment, and personal behavior may reduce the likelihood of injury, the risks and dangers of bodily injury still remain. I understand that the School does not provide transportation to all athletic activities. To the extent that the School does not provide transportation to any athletic activity, I understand and agree that I will be responsible for arranging transportation for Student and will assume all attendant risks. I further acknowledge and agree that Student may be unsupervised from time to time during Student's participation in the Athletics Program, including but not limited to unsupervised stays in overnight accommodations. I knowingly and freely assume all risks, both known and unknown, associated with the Athletics Program, including, but not limited to, bodily injuries and damage and loss of property, for myself and Student.

E. WAIVER: To the extent any claim is made by any person or entity against any of the Releasees in connection with Student's participation in the Athletics Program, I hereby waive, on behalf of myself and Student, any claim for or right to monetary damages or any other form of personal relief.

The provisions contained above include any property or personal loss or damage, or other loss caused or alleged to be caused, in whole or in part, by the ordinary and/or gross negligence of the Releasees. These provisions are not intended to, and do not, govern any claims that cannot be released by private agreement.

III. MEDICAL RELEASE AND TREATMENT AUTHORIZATION

I agree to complete and submit to the School a copy of the South Carolina Independent School Association Preparticipation History and Health Assessment Form. I certify that the information that I have provided on the South Carolina Independent School Association Preparticipation History and Health Assessment Form is true and correct, and that I have fully and adequately disclosed any changes in Student's medical condition occurring since the date of Student's physical examination.

I agree, on behalf of myself and Student, to assume all risks of participation in the Athletics Program associated with any medical needs or conditions of Student.

I certify that I am solely responsible for making any appropriate arrangements regarding any medical needs or conditions of Student. I agree, on behalf of myself and Student, to forever release, acquit, discharge and covenant to hold harmless the Releasees for any claim arising from Student's participation in the Athletics Program with regard to any medical need or condition of Student.

In the event of an accident or other emergency, I understand that the School or its employees or representatives will, to the extent reasonably possible, consult with me concerning any medical care to be provided to Student. Absent my direct instructions, I hereby authorize the School to permit commencement of medical treatment or hospital care (including necessary transportation) when, in the judgment of the medical personnel involved, such treatment is medically necessary, even if I have not yet been consulted. In authorizing such emergency treatment, I agree to accept the determination of the treating medical personnel that the treatment or care rendered was

medically necessary to protect the life, health or mental well-being of Student. I hereby agree to bear all costs incurred as a result of the foregoing.

I, the undersigned, have read the entirety of this Form and I understand what it means. I hereby expressly agree that the provisions contained in this Form are intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that if any portion hereof is held invalid or unenforceable, I agree that the balance shall continue in full legal force and effect.

By signing this Form, I affirm that I have legal custody of Student, am authorized to sign on her behalf, and have decided to allow Student to participate in the Athletics Program with full knowledge that the Releasees will not be liable for any personal injury or property damage Student may suffer, or cause, while participating in the Athletics Program.

Signature of Parent/Legal Guardian #1: _____

Print Full Name: _____ Date: _____

Signature of Parent/Legal Guardian #2: _____

Print Full Name: _____ Date: _____

Signature of Student If 18 Or Older: _____

Print Full Name: _____ Date: _____

**STUDENT ACKNOWLEDGMENT
(TO BE SIGNED BY ALL STUDENTS)**

By signing this Form, I acknowledge that I understand the seriousness of the risks associated with my participation in the Athletics Program and that there may be additional risks of which neither I nor my parents or legal guardians may be aware. I have voluntarily enrolled at the School, participate voluntarily in the Athletics Program, and accept all risks involved with my voluntary participation. I agree to fully comply with all applicable laws, rules and regulations, including, but not limited to, School rules and policies, while participating in the Athletics Program. I understand that my conduct (or misconduct) in the Athletics Program may serve as the basis for disciplinary action from the School. By signing this Form, I acknowledge that I have read and understand what I am signing, and I am agreeing to all of the provisions to which my parents/legal guardians have agreed above.

Signature of Student: _____

Print Full Name: _____ Date: _____