

**Westtown School - 2017 Specialized Activities  
Participation and Waiver Form**

**Group Visiting the Course:** \_\_\_\_\_

**Date of Visit:** \_\_\_\_\_

**Participant Information:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Safety is of paramount importance in all specialized activities at the Westtown School. Because specialized activities are not risk free, the following agreement is necessary.

This Waiver and Release of Liability; Indemnification and Hold Harmless Agreement (the "Agreement") contains important information and provides for the release of significant legal rights related to participation by the Participant identified above in any **Auxiliary Programs** operated by **Westtown School** ("Westtown") in **Auxiliary Programs**. The term "Participant" refers to the participant in Auxiliary Program Activities and may include adults and children participating in any Specialized Activities, including but not limited to; hiking, running/ jogging, indoor and outdoor sports activities, ropes course, archery, biking, swimming, canoeing, kayaking, rock climbing, cooking on an open fire, construction and/or erection of tents, shelters and other temporary structures. By executing this document the undersigned (i) agree to Participants participation in Auxiliary Programs; (ii) acknowledge that Auxiliary Programs involves a risk of injury or death to Participant; and (iii) agree to the limited release and indemnification provisions, all as more fully set forth below. The undersigned agree to all of this in exchange for Westtown's agreement to allow Participant to participate in Auxiliary Programs. This Agreement binds all parties who have executed this agreement, including the Participant, as well as Participant's Parent(s) and/or Legal Guardian(s).

**1) Acknowledgement of Risk.** Adult Participant, Parent(s) and/or Legal Guardian(s) of minor(s) participants acknowledge and fully understand that there are inherent risks of serious injury or death associated with Auxiliary Program activities. Auxiliary Program activities may include but are not limited to hiking, running/ jogging, indoor and outdoor sports activities, ropes course, archery, biking, swimming, canoeing, kayaking, rock climbing, cooking on an open fire, construction and/or erection of tents, shelters, other temporary structures and other activities associated with the Auxiliary Program experience. These inherent risks include, but are not limited to: encountering natural dangers such as falling rocks or objects, irregular or uneven ground, unseen and unmarked objects, drowning or serious injury in and around water, including injuries due to subsurface conditions exposure to cold water, water impurities and the like. Inherent risks also include acts or omissions of other campers, sunburn, rain or hail storms, tornadoes and the like, contact with plants, animals or insects, the risk of Participant engaging in unauthorized activities, Participant's physical conditions or Participant's own acts and omissions, conditions occurring on trails, roads, waterways or terrain, the administration and availability of first aid and emergency treatment and consumption of food or drink by Participant. Adult Participant, Parent(s) and/or legal Guardian(s) of minor participant(s), further acknowledge that there may be other sources of risk that are not listed in this Agreement but nevertheless agree that such risks exist even if they are not specifically identified in this document. Auxiliary Programs may include activities conducted away from the Westtown School Physical Plant location ("Off-site Activities"). These may include overnight or day hikes, canoeing excursions, trips to museums, amusement parks and other similar activities. Westtown School may arrange for bus, van transportation to facilitate such activities and I authorize Participant's participation in such off-site activities, including transportation to and from such activities by whatever means are deemed reasonable and appropriate by Westtown School.

**2) Participant Waiver of Rights and Release of Liability.** Adult Participant, Parent(s) and/or Legal Guardian(s) of minor participant(s) hereby release, waive and discharge Westtown School, its agents, employees, and volunteers from all loss damage, injury, or liability arising in connection the Auxiliary Programs including all programs under the umbrella of Auxiliary Programs including but not limited to; Campus Facility rentals, Ropes Course rentals, Westtown Aquatics Program (Use of swimming pool), Watercraft activities, Waterfront activities, and use of Westtown School facilities and equipment. This waiver extends to, but is not limited to those risks described in paragraph #1 above, providing, however, that this waiver and release does not include loss, damage, injury, or liability, caused by the intentional or reckless acts of Westtown School, its agents and employees.

**3) Indemnification and Hold Harmless.** Adult Participant(s), Parent(s) and/or Legal Guardian(s) of minor participants, further agree to indemnify and hold harmless **Westtown School**, its agents, employees and volunteers, from and against all

losses, damages, monetary awards and expenses, including all costs and attorney's fees incurred by the indemnified parties in connection with any and all claims asserted against **Westtown School**, its agents, employees or volunteers, brought by Adult Participant(s), Parent(s) and/or Legal Guardian(s) of minor participant(s), and their respective heirs successors, assigns and legal representatives for any injury, illness, disease death, or damage to or loss of property, arising in connection with Auxiliary Programs. Notwithstanding the foregoing, this indemnification and hold harmless does not extend to losses, damages, monetary awards and expenses caused by the intentional or reckless acts of Auxiliary Programs, its employees and agents.

**5) Miscellaneous.** The parties agree that the provision of this Agreement shall be deemed severable and that the invalidity or unenforceability of any one or more of the provision of clauses hereof shall not affect the validity and enforceability of the other provision or clauses hereof accept as specifically set forth herein. The terms of this Agreement constitute the entire agreement and understanding between the parties. This Agreement is made pursuant to and shall be construed under the laws of the State where the Auxiliary Program is taking place.

Signature: \_\_\_\_\_  
Participant

Signature: \_\_\_\_\_  
Parent/Guardian if participant is under 18 years of age

To provide reasonable care for our participants, we ask that you complete the following information neatly and clearly.

**In case of emergency, notify:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Medical History: (write N/A if not applicable; do not leave any blanks)**

List any allergies (bee stings, medicines, food, etc) \_\_\_\_\_

\_\_\_\_\_

List any history of serious illness (heart disease, diabetes, asthma, etc.) or any recent injuries or hospitalizations:

\_\_\_\_\_

List any medications presently taken: \_\_\_\_\_

List any other concerns of which group leaders should be aware: \_\_\_\_\_

\_\_\_\_\_

In the event (participant's name) \_\_\_\_\_ suffers any illness or accident that requires emergency hospitalization, medication, or surgery while participating in activities on, or leading to the course, I hereby give my permission for any medical treatment that may be deemed necessary and reasonable by qualified medical personnel, understanding that a representative of Westtown School will contact me at the earliest possible moment.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Parent/Guardian if

Participant is under 18 years of age

Health Insurance: \_\_\_\_\_ Policy #: \_\_\_\_\_

---