



St. Albans School

**Combined Cathedral Crews Rowing Club, Inc.
National Cathedral School for Girls
St. Albans School for Boys**

**ACKNOWLEDGMENT OF RISKS, CONSENT, RELEASE AND INDEMNITY
(Together with Medical Waiver)**

Print Name of Student: _____

I have determined to participate, and my parent(s) or guardian have/has consented to my participation, in the crew program (the "Activity") offered by the Combined Cathedral Crews Rowing Club, Inc. ("CCCRC") and National Cathedral School for Girls/St. Albans School for Boys ("School"). In relation thereto, I and my parent(s) or guardian, intending to be legally bound, agree for the benefit of CCCRC, School, and each Providing Party (as hereinafter defined) as follows:

Acknowledgment of Risks and Consent

I understand that in connection with the Activity I will engage in strenuous indoor and outdoor activities, including without limitation running, conditioning, erging, rowing and regattas (which include without limitation the Stotesbury Cup and SRAA Nationals). I understand that in connection with and as part of the Activity I may use public transport and/or transportation provided by CCCRC or School or employees, faculty, staff, coaches, directors, officers, volunteers, agents, or contractors of either of the foregoing or otherwise associated with the Activity or by other students at School or otherwise participating in the Activity. I acknowledge that the Activity has risks, including certain risks which cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to my possessions, accidental injury, illness or, in extreme cases, permanent trauma, disability or death. I understand that neither CCCRC nor School assumes any liability with respect to my participation in the Activity or exposure to the risks associated therewith.

I am aware that the Activity may include risk of injury, illness or death as well as risks of loss of or damage to property. I understand that the descriptions above of the circumstances that could give rise to such risks are not complete and that other unknown or unanticipated risks may result in property loss, injury, illness or death. I agree to assume responsibility for the risks identified herein and any other risks that may not be so identified. My participation in the Activity is purely voluntary, no one is forcing me to participate in the Activity, and I elect to participate in the Activity in spite of and with full knowledge of the risks that it entails.

I agree and confirm, as part of my responsibility in respect of the Activity for my own safety and the safety of others, that I will examine and inspect in advance each aspect of the Activity in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of or supervising the Activity and will refuse to take part in such aspect of the Activity until the condition has been corrected to my satisfaction.

I hereby confirm and attest that I am physically fit, have no known medical conditions that would inhibit me from participation in the Activity, and am a competent swimmer.

Responsibility for Behavior

I understand that CCCRC and School are not responsible for my behavior while participating in the Activity. Nevertheless, I understand that I will be expected, and hereby agree, to follow all proper instructions and rules of behavior imposed by coaches and other adult leaders of the Activity. I acknowledge that my failure to do so may result in my immediate dismissal from the Activity.

In connection with any trip associated with the Activity, I understand that my failure to comply with all proper instructions and rules of behavior imposed by coaches and other adult leaders accompanying me on the trip may result in my being dismissed from the trip, with any return travel expenses or other costs that are thereby occasioned to be paid by me.

In connection with the Activity, I agree to comply with all laws, rules and regulations that are applicable to me. I understand that I am responsible for the consequences of any failure on my part to do so, including, without limitation, costs of legal defense and fines and penalties imposed by public authorities.

I agree to comply with the rules and instructions of any carriers on which I travel and of any hotels or other lodging facilities at which my lodging may be provided in connection with Activity trips.

Governing Law; Dispute Resolution

I agree that this Acknowledgment of Risks, Consent, Release and Indemnity (including, without limitation, the Release (as defined below), this "Acknowledgment") and all other aspects of my relationship with CCCRC and School relating to the Activity, contractual or otherwise, are governed by the laws of the District of Columbia applicable to contracts made and to be wholly performed in the District of Columbia by residents of the District of Columbia.

If any provision or clause of this Acknowledgment is held or declared to be void, illegal, or unenforceable for any reason, the offending provision or clause shall, if possible, be reformed by the court or other appropriate authority making such decision in such manner as will implement, to the fullest extent legally permissible, the expressed intent of the parties hereto without illegality or unenforceability. If such reformation is not possible, the offending provision or clause shall be stricken and all other provisions and clauses of this Acknowledgment shall nevertheless remain in full force and effect.

Any legal dispute between The Protestant Episcopal Cathedral Foundation of the District of Columbia (of which each School is a constituent institution), School, CCCRC or any of their agents, employees, volunteers, trustees, governing board members, officers, independent contractors (including, without limitation, persons who independently contract with School or CCCRC to provide coaching services in respect of the Activity), or other persons or entities associated with them (collectively, the "Providing Parties") and me relating to this Acknowledgment or the Activity or my participation therein which cannot be settled through discussions between the parties shall in the first instance be submitted to mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by the Superior Court of the District of Columbia as qualified persons for mediation assignments. To the extent mediation does not result in a resolution of the dispute, the dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be before a single arbitrator and shall take place in Washington, D.C. The arbitrator shall not be empowered to award damages in excess of compensatory damages.

I agree to pay, and the arbitrator may award, any costs and attorneys' fees incurred by any of the Providing Parties in enforcing their rights under this Acknowledgement or in defending against any claim that I may bring arising out of or relating to this Acknowledgment or the Activity or my participation therein if the claim is withdrawn by me or to the extent my claim is disallowed by the arbitrator.

Confirmation

I and my parent(s) or guardian assume and accept full responsibility for my participation in the Activity, including for injury, death and loss of personal property and expenses suffered by me and them as a result of the inherent risks and dangers identified herein and any and other inherent risks that may not be so identified, or as a result of my negligence in participating in the Activity. I and my parent(s) or guardian have read and understand and accept the terms and conditions stated herein and acknowledge that this Acknowledgment (including, without limitation, the Release) shall be effective and legally binding upon me and my estate, heirs, personal representative and assigns and on my parent(s) or guardian and all other members of my family.

I HAVE CAREFULLY READ THE FOREGOING PROVISIONS AND FULLY UNDERSTAND THEIR CONTENTS.

SIGNATURE: _____
(STUDENT)

DATE: _____

PRINT NAME: _____

IN CONSIDERATION OF CCCRC'S AND SCHOOL'S PROVIDING THE ACTIVITY AND ALLOWING THE STUDENT TO PARTICIPATE THEREIN, THE UNDERSIGNED PARENT(S) OR GUARDIAN HEREBY CONFIRM THEIR ACCEPTANCE OF THIS ACKNOWLEDGMENT AND AGREE THAT EACH PROVISION HEREOF SHALL APPLY TO THEM BOTH IN THEIR INDIVIDUAL CAPACITY AND IN THEIR CAPACITY AS PARENT OR GUARDIAN OF THE STUDENT. THE UNDERSIGNED AGREE THAT THEY SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY LIABILITY OF THE STUDENT HEREUNDER.

SIGNATURE: _____
(PARENT OR GUARDIAN)

DATE: _____

PRINT NAME: _____

SIGNATURE: _____
(PARENT)

DATE: _____

Print Name: _____

Release and Indemnity

Without limiting any other provision of this Acknowledgment, the above-named student and his/her parent(s) or guardian each agrees as follows (the “Release”):

I, intending to be legally bound, release and discharge the Providing Parties from all claims and liability for any loss or damage in any way connected with my participation in the Activity except only to the extent arising from the gross negligence or willful misconduct of the Providing Party in question, and I agree not to commence or bring any claim, lawsuit, arbitration, or other proceeding of any kind whatsoever in respect of any claim or liability so released and discharged. This release includes losses or damages claimed to be caused by the negligence of any Providing Party. I understand that in signing this document I surrender my right to make a claim or file a lawsuit against the Providing Parties for personal injury or property damage, wrongful death, or otherwise except only to the extent arising from the gross negligence or willful misconduct of the Providing Party in question.

I, intending to be legally bound, agree to defend, indemnify and hold harmless each Providing Party from and against any and all claims, losses, damages, injuries or liabilities (including, without limitation, attorneys' fees) arising from or in any way connected with my participation in the Activity except only to the extent arising from the gross negligence or willful misconduct of such Providing Party. This indemnity shall extend to damages or injuries suffered, or claims made, by other participants in the Activity and by persons attempting to assist or rescue me from any danger or hazard.

I HAVE CAREFULLY READ THE RELEASE AND FULLY UNDERSTAND ITS CONTENTS, AND I SIGN IT OF MY OWN FREE WILL. I AM AWARE THAT THE RELEASE INCLUDES A WAIVER OF LIABILITY AND AN ASSUMPTION OF RISK.

SIGNATURE: _____
(STUDENT)

DATE: _____

PRINT NAME: _____

IN CONSIDERATION OF CCCRC'S AND SCHOOL'S PROVIDING THE ACTIVITY AND ALLOWING THE STUDENT TO PARTICIPATE THEREIN, THE UNDERSIGNED PARENT(S) OR GUARDIAN HEREBY CONFIRM THEIR ACCEPTANCE OF THIS RELEASE AND AGREE THAT EACH PROVISION HEREOF SHALL APPLY TO THEM BOTH IN THEIR INDIVIDUAL CAPACITY AND IN THEIR CAPACITY AS PARENT OR GUARDIAN OF THE STUDENT. THE UNDERSIGNED AGREE THAT THEY SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY LIABILITY OF THE STUDENT HEREUNDER.

SIGNATURE: _____
(PARENT OR GUARDIAN)

DATE: _____

PRINT NAME: _____

SIGNATURE: _____
(PARENT)

DATE: _____

PRINT NAME: _____

Medical Waiver

[Applicable only if the student is below the age of 18]

_____ **Check if not applicable to student**

_____ **If not applicable, provide student's age**

I, the parent or guardian of the above-named student, hereby grant CCCRC and School and their respective agents permission, at their discretion, to seek and authorize emergency medical treatment for the above-named student and I give permission for any physician selected by any such person to render medical treatment to the student as such physician deems necessary or appropriate. I hereby agree to assume all medical costs incurred in connection therewith.

To the maximum extent permitted by law, I hereby give the student permission to consent to her/his own emergency medical treatment, and hereby authorize appropriate medical personnel to administer emergency medical treatment to the student, without the consent of any person, including me.

I hereby authorize the student's physician (as indicated in the emergency medical treatment information as on file with School for the student), upon request therefor, to release any and all medical records concerning the student to an appropriate medical practitioner in connection with the administration of emergency medical treatment to the student.

SIGNATURE: _____
(PARENT OR GUARDIAN)

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

Print Name: _____

Emergency Medical Treatment Information

I and my parent(s) or guardian confirm that my emergency medical treatment information as on file with School is current and accurate.

Current and correct information regarding health insurance that covers me is set out below:

Insurance Carrier: _____

Plan ID No.: _____ Member ID No.: _____

(PARENT)