

**ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY
(JR. HIGH/HIGH SCHOOL)**

You, or your child or ward, a student enrolled at Christian Brothers Academy ("CBA"), or sponsored event at Christian Brothers Academy desire(s) to participate in one or more sports, recreational, or other extracurricular activities (see the attached list) offered by CBA. Participation in sports, recreational, or other extracurricular activities involves the assumption by you and/or your child or ward of a certain amount of risk. In consideration of your, or your child or ward, being permitted by CBA to participate in one or more of the activities identified on the attached list, you must sign this Assumption of Risk, Waiver, and Release from Liability Form to assume and accept all risks related to your or your child's or ward's participation. The protections afforded CBA by your signing this form only enhance those protections already provided by the law of the State of New York. PLEASE READ THIS FORM CAREFULLY BEFORE SIGNING IT. FOR A PERSON UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST READ AND SIGN THIS FORM ON SUCH PERSON'S BEHALF.

1. **ACKNOWLEDGMENT AND ASSUMPTION OF THE RISK.** The undersigned understands and acknowledges that CBA cannot eliminate or prevent all injuries that may result or arise from his or her, or his or her child's or ward's, participation in one or more of the activities identified on the attached list. Accordingly, the undersigned assumes all risks which are foreseeable and involved with or that may arise out of his or her, or his or her child's or ward's, voluntary participation in any one or more of the activities identified on the attached list. Such risks include, but are not limited to, the negligent and/or willful and wanton acts of others; the criminal and/or intentional acts of others; the omission to act of another; a defect in or condition of the premises owned, leased, or maintained by CBA; a defect in the vehicles used by CBA for transporting participants; or the unavailability of emergency care. The undersigned does not assume the risks of injuries caused by the gross negligence or willful or wanton misconduct of any officials, officers, employees, or agents of CBA.
2. **RELEASE.** In consideration of being allowed to participate in one or more of the activities identified on the attached list, the undersigned, on his or her own behalf and/or on behalf of his or her child or ward, hereby releases CBA and all of its officers, trustees, employees, and agents from, and agrees not to initiate litigation against any or all of them on account of or in connection with, any claim, cause of action, injury, illness, damage, and/or cost or expense arising out of his or her, or his or her child's or ward's, participation in one or more of the activities identified on the attached list, including *any activities that take place during the school day*, including claims, causes of action, injuries, illnesses, damages, and/or costs or expenses arising from death, bodily injury, or property damage, whether or not caused by the negligence or other fault of the parties being released.
3. **WAIVER.** The undersigned, on his or her own behalf and/or on behalf of his or her child or ward, waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that the release given above shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that the undersigned, on his or her own behalf or on behalf of his or her child or ward, is releasing unknown future claims.
4. **INDEMNITY AND DEFENSE.** The undersigned, on his or her own behalf and/or on behalf of his or her child or ward, agrees to indemnify and defend CBA, and all of its officers, trustees, employees, and agents against, and hold any or all of them harmless from, any and all claims, causes of action, damages, losses, costs, or expenses arising from or related to destruction of any personal property of the undersigned and/or his or her child or ward or anyone else, and injury or death that may result to the undersigned, his or her child or ward, or anyone else that occurs during the course of his or her, or his or

her child's or ward's, voluntary participation in one or more of the activities identified on the attached list.

5. REPRESENTATIVES. The undersigned enters into this Assumption of Risk, Waiver, and Release from Liability Form for him/herself, his/her child or ward, and for his/her or his/her child's or ward's heirs, assigns, and legal representatives.
6. INSURANCE. While CBA maintains a student accident plan of insurance, as described more fully in the *CBA Student & Parent Handbook*, the undersigned understands that CBA does not carry insurance to cover all possible losses the undersigned and/or the undersigned's child or ward may incur as a result of his or her or his or her child's or ward's voluntary participation in one or more of the activities included on the attached list. The undersigned, or the undersigned's child or ward, is encouraged to have a medical physical exam and obtain health insurance prior to any and all participation.
7. MEDICAL CARE. The undersigned, for himself, herself, and/or his or her child or ward, understands and acknowledges that CBA may be unable to provide medical personnel at all sports or other events or activities in which he, she, or his or her child or ward may participate or which he, she, or his or her child or ward may attend. Therefore, the undersigned, for himself, herself, and/or his or her child or ward, hereby gives consent to have an athletic trainer, a fellow participant, an adult supervisor, emergency medical personnel, and/or a doctor of medicine or dentistry or associated personnel, provide the undersigned, or the undersigned's child or ward, with medical and/or dental assistance and/or treatment and agrees to be financially responsible for the cost of such assistance and/or treatment. The undersigned, for himself, herself, and/or his or her child or ward, also agrees to save and hold harmless CBA and all of its officers, trustees, employees, and agents from, and to indemnify them against, all liability, loss, cost, claim, cause or action, or damage, of any kind or nature, including injury, death, or property damage, which may be imposed upon CBA and/or its officers, trustees, employees, and/or agents because of any defect in or lack of such capacity to so act, or caused or alleged to be caused in whole or in part by the negligence of any of them.
8. THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS FORM, REALIZES THAT IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS, AND SIGNS IT FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT HIS OR HER, OR HIS OR HER CHILD'S OR WARD'S, PARTICIPATION IN ONE OR MORE OF THE ACTIVITIES ON THE ATTACHED LIST IS VOLUNTARY.

PRINTED NAME (parent) : _____

PRINTED NAME OF STUDENT IF SIGNED BY PARENT/GUARDIAN:

SIGNER'S RELATIONSHIP TO CBA STUDENT: _____

SIGNATURE: _____ DATE: _____

List of Activities

CBA Baseball camp