

SAINT XAVIER HIGH SCHOOL SENIOR WILDERNESS RETREAT
WAIVER AND RELEASE BY PARENT OF MINOR CHILD FROM LIABILITY

I, _____, on behalf of _____ (hereinafter referred to as "CHILD") give my permission for CHILD to attend and participate in the Senior Wilderness Retreat to take place from **OCTOBER 27-29, 2021** in the Red River Gorge area of the Daniel Boone National Forest. For purposes of this WAIVER AND RELEASE, if student is over the age of 18, he is still referred to in this form as "CHILD" and all provisions of this form, including but not limited to all waiver and release provisions, shall be fully applicable to him.

I understand and permit CHILD to travel via school bus to and from this retreat. I understand that accommodations on this retreat will be primitive in nature and will include tent camping in a wilderness area. I understand that accommodations will include no electricity, running water, or climate control. I understand that CHILD will be fully exposed to the elements and all the hazards therein. I understand that this retreat includes strenuous physical activity which includes hiking over long distances on rough, varied, and rocky terrain.

With this understanding, I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Saint Xavier High School ("St. X") and its agents, managers, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in the Senior Wilderness Retreat.

I understand that the activities that said CHILD will participate in may be inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. These conditions are characterized by cold temperatures, potential hazardous weather conditions, hazardous, rough and exposed hiking, proximity to dangerous cliffs, entrapment, falls, falling trees, limbs and rocks, diseases, wild animals, and proximity to open flames. I also understand that, because of the remote location of the retreat, medical treatment could be delayed for long periods of time. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me, my CHILD or my property, that I or said CHILD may have against the aforementioned released party to such activity.

CHILD has the necessary and requisite skills to participate in all facets of, and activities of and requested of this retreat, except as noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately exercise my parental/guardianship rights and discontinue further participation by said CHILD in the activity.

By this waiver, I, on behalf of said CHILD, acknowledge that participation in retreats conducted by St. X is completely voluntary. Further, I acknowledge I have discussed with said CHILD the risks of being exposed to COVID-19 by voluntarily participating in St. X retreats whether on campus or at other locations, and that I and said CHILD freely choose to allow such participation and hereby assume any and all risk that the CHILD and/or the undersigned may be exposed to COVID-19 at any St. X retreat event and/or meeting, or any other gathering sponsored by or under the supervision of St. X.

By this waiver, I, on behalf of said CHILD, further acknowledge that at any of the above-described retreat events or gatherings, I or my CHILD may suffer illness, including exposure to COVID-19, personal injury, disability, pain and suffering, death, damages and/or losses. **I, INDIVIDUALLY AND ON BEHALF OF MY CHILD, HEREBY FREELY, VOLUNTARILY AND EXPRESSLY WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND AGREE NOT TO SUE ST. X, ITS EMPLOYEES, REPRESENTATIVES OR AGENTS, AND HOLD THEM HARMLESS FROM ANY NEGLIGENCE ON THE PART OF ST. X, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS CAUSING ANY ILLNESS, PERSONAL INJURY, DISABILITY, PAIN AND SUFFERING, DEATH, DAMAGES, LOSSES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, FROM THE CHILD'S PARTICIPATION IN ANY ST. X RETREAT PROGRAM, OR ANY OTHER GATHERING SPONSORED BY OR UNDER THE SUPERVISION OF ST. X.**

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with St. X, including but not limited to participating in wilderness retreat activities, or using the facilities and its equipment or engaging in other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provisions of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, St. X whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Medical Conditions. CHILD is subject to the following allergies or medical conditions, and I authorize the facility to disclose these conditions to a physician or other medical professional in the event said CHILD should require emergency medical care: _____

Prohibited Activities. As a result of the above-mentioned medical conditions, I, on behalf of said CHILD, am prohibiting involvements in the following specific activities: _____

In the event of an injury or illness during this activity, I give permission for my CHILD to receive proper/necessary care from the school nurse, a physician, or staff member. In the event of an emergency during this activity, I give permission for my CHILD to be transported to an appropriate medical facility for treatment. Furthermore, I give permission for the staff at the medical facility to render any and all treatment that is necessary for the well-being of my CHILD. In addition, I authorize treating physicians and/or their representatives to release medical information to representatives of the Saint Xavier Administration, Sports Medicine Department, Campus Ministry Department, faculty or staff, as applicable.

I am covered by hospitalization and medical insurance under policy # _____ issued by _____.

I do not have medical coverage and assume responsibility for the cost of hospitalization and medical care for my CHILD.

I hereby grant permission to any staff person to provide the following over-the-counter drugs to my son if requested by my CHILD (Check all that apply:)

Tylenol Benadryl Advil Sudafed

For purposes of this form, if student is over the age of 18, they are still referred to in this form as "CHILD" and all provisions of this form shall be fully applicable to said CHILD.

Date

Printed Name of CHILD

Date of Birth

Signature of CHILD

Printed Name of Parent (Guardian)

Signature of Parent (Guardian)

Telephone (Day)

Telephone (Evening)

Telephone (Cell)