

# MCS NON-STUDENT WAIVER AND RELEASE

The undersigned, having applied to participate in the activities taking place at Montessori Community School on the date of: \_\_\_\_\_ (referred to hereinafter as, the "Program"), conducted by or in association with Montessori Community School (hereinafter, "MCS"), in consideration of the opportunity to participate in the Program, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged to participate, agrees as follows:

**1. Release of Liability.** I hereby forever release MCS, its trustees, officers, faculty, employees, staff, directors, and any agents of any kind thereof (hereinafter, collectively the "Released Parties"), from any and all liability for any act or omission of any kind or character whatsoever arising from or out of my participation in the Program, including without limitation all costs, damages, claims or assertions of any kind with respect to which I or my family, estate, heirs, successors or assigns may claim against the Released Parties.

**2. Release of Liability—Third Parties.** I hereby forever release MCS and the Released Parties from any and all liability for injury to myself/child(ren) or damage to or loss of property caused by any acts or omissions of any kind or character whatsoever of: hotels and other residential facilities, common carriers, health care providers, restaurants and food service providers, educational organizations, other participants in the Program, or other third parties related to, or connected in any way with activities conducted under the Program, including without limitation any costs, damages, claims or assertions of any kind with respect to which I or my family estate, heirs, successors or assigns may claim against the Released Parties

**3. Assumption of Risk.** I understand and hereby acknowledge, independently of any advice or representation made by MCS, that participation in the Program presents certain inherent risks beyond MCS control, and which may exist regardless of whether MCS controls or attempts to control such risks. My child(ren) is/are participating in the Program with this understanding and I hereby knowingly and voluntarily assume all risks of injury, illness, death or damage to or loss of my property which may occur while traveling, working, studying, participating in, or otherwise engaging in any activities arising out of or related in any way to the Program. My child(ren)'s participation in the Program is voluntary, and I understand and hereby acknowledge that I and/or my child(ren) may discontinue his/her participation at any time in light of the risks he/she are assuming hereunder.

**4. Establishment of Rules and Regulations.** I agree that MCS, through the Program director and/or such other officers, faculty, employees, staff or agents as MCS deems necessary, shall have the authority to establish rules and regulations regarding the conduct of participants in the Program. I further agree that my child(ren) will follow, and be bound by all rules and regulations pertaining to his/her participation in the Program, and, if any determination is made by MCS trustees, officers, faculty, employees, staff, directors, and any agents of any kind thereof that his/her participation in the Program should be terminated or otherwise restricted or limited because of: (i) violation of such rules and regulations; (ii) disruptive behavior, or (iii) conduct which may jeopardize the Program's continuation or academic reputation, that such a determination will be final.

**5. Insurance.** I understand and hereby acknowledge that MCS has no insurance program that will pay for, or reimburse me for, any expenses of any kind which I may incur for treatment of illness or injuries required while participating in the Program. I hereby assume all responsibility for any such expenses, and expressly warrant and represent to MCS that I have obtained, paid all applicable premiums for, and will be covered at all times during my child's participation in the Program, by his/her medical insurance policy. I understand the coverages, exclusions, and limitations of the foregoing medical insurance policy, have determined that they provide appropriate coverage in light of the risks I am assuming, and that such coverages, exclusions and limitations are acceptable to me.

**6. Authorization to Obtain Medical Care.** I agree that, in the event that I am unable to request or give my consent to any medical treatment because of illness or injury, that the MCS employees or agents, may and are hereby expressly authorized to seek medical treatment for my child(ren) on my behalf in case of emergency or other urgent circumstances without incurring any liability, responsibility, or other obligation for the nature, character, and extent of such medical treatment, including without limitation financial liability for the payment of expenses incurred as a result of the treatment of my child(ren)'s illness or injuries. I understand and hereby acknowledge that MCS may not be able to contact anyone to approve or obtain their consent to my child(ren)'s medical treatment. I further understand and hereby acknowledge that any liability of MCS arising from or out of its request for or consent to

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medical treatment necessitated by my child(ren)'s illness or injury on my behalf is specifically included within the releases given in Paragraphs 1 and 2, above.

**7. Legal Problems.** I acknowledge and understand that should I or my child(ren) have or develop legal problems while participating in the Program, I will attend to the matter personally with my own personal funds. MCS is not responsible for providing any assistance under such circumstances.

**8. Superseding Agreement.** I agree that the terms and conditions of this Waiver and Release, and the acknowledgement made herein, shall supersede and take precedence over any other agreement, documentation, or representations, whether oral or in writing, regarding the subject matter of this Waiver and Release.

**9. Governing Law. Forum and Severability.** I further agree that this Waiver and Release be construed in accordance with the laws of the State of North Carolina, which shall be the forum for any lawsuits filed under or incident to this Waiver and Release or the Program. The terms and provisions of this Waiver and Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Waiver and Release, the validity of the remaining portions shall not be affected thereby.

**10. Representations.** (i) I have the legal capacity to execute this agreement with MCS and waive certain of my legal rights as provided herein; and (ii) I have read each paragraph and fully understand the terms and conditions of this Waiver and Release and have been provided with the opportunity to discuss it with my family members, MCS, and/or anyone else of my choosing. A parent or legal guardian must execute this agreement on behalf of any participant participating in the Program who has not attained the age of 18 as of the date of execution of this agreement.

**11. Following School Policies and Procedures.** I understand and have explained to my child that participation in the Program is a privilege and that she/he must follow Montessori Community School rules and policies and must follow directions given by teachers, staff members, and volunteers. I understand that failure to do so may result in arrangements being made for my child to be sent home and/or removed from the Program.

### ACKNOWLEDGEMENT BY PARENT OR LEGAL GUARDIAN

As parent(s) of the Participant named above, I acknowledge that I am aware of the participation of our son/daughter in the Program, and hereby confirm the representation made in Paragraph 5, above, that he/she will be covered by a valid policy of medical insurance as indicated at all times during his/her participation in the Program. I understand that MCS has no insurance which would cover expenses incurred by our son/daughter as a result of medical treatment necessitated by illness or injury to our son/daughter, or damage to or loss of his/her property. I hereby agree to assume all financial responsibility for and pay all expenses incurred by our son/daughter as a result of medical treatment required by our son/daughter during his/her participation in the Program, including expenses not covered by or which exceed coverage limitations of any applicable medical insurance, and will indemnify and hold MCS harmless with regard to any such expenses advanced by it to secure timely medical treatment.

**Print Full Name of the Participant:** \_\_\_\_\_

**Print Full Name of Parent/Legal Guardian:** \_\_\_\_\_

**Signature of Parent/Legal Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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