

Touchstone Community School Extended Day Program Field Trip Waiver

Participant Acknowledgment and Assumption of Risks & Release and Indemnity Agreement

Please read this entire document carefully before signing. For participants under 18 years of age, both parent/s and guardian/s must sign.

Acknowledgment and Assumption of Risks

Touchstone Community School's Extended Day Program Activities include but are not limited to hiking, backpacking, camping, biking, skiing, snowshoeing, high and low ropes course, trail work, maintenance of facilities, mountaineering, rock and ice climbing, canoeing, kayaking, swimming, hiking, environmental education, visits to museums and playgrounds, participation in volunteer service activities, and transportation or travel to and from activities. **These activities include inherent and other risks, hazards, and dangers that can cause injury, damage, death or other loss to participant or others. The following includes some, but not all of those risks:**

Risks present in an outdoors, mountainous or wilderness environment on land or water, both on and off trail. Travel can be subject to storms, strong winds, avalanches, currents, waves, whitewater, lightning, rapidly moving rivers, difficult stream crossings, snow or ice, extremely hot, humid, or cold weather or water, steep terrain, falling rock, stinging or disease carrying animals or insects, wild animals and other natural or human-made hazards or dangers. Hazards may not be marked and weather is unpredictable year-round.

Risks in decision making, including, without limitation, the risk that a Touchstone Community School employee may misjudge a participant's capabilities, health or fitness levels, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location.

Personal health and participation risks. The risk that a participant's mental, physical, or emotional condition (disclosed or undisclosed) combined with participation in these activities could result in injury, damage, death, or other loss.

The risk that equipment used in an activity may be misused, or may break, fail or malfunction. Risks associated with location. Extended Day Program activities may take place in remote places, several hours from any medical facility, causing potential delays or difficulties with communication, transportation, evacuation, or medical care.

Risks associated with meals and/or cooking. Meals may include exposure to food allergens. Risks also include water contamination from natural water sources. All water may be contaminated and should be disinfected, boiled, or filtered before use.

Risks associated with transportation. Travel can be by foot or by vehicle; bicycle, boat or other means and can be over rough and unpredictable terrain, with wind, rain, snow, or other adverse weather conditions.

Risks regarding conduct, including the potential that the participant, other participants, or a third party may act carelessly or recklessly. During both supervised and unsupervised activities, participants share in the responsibility for their own safety and the safety of the group.

Other risks that are generally associated with instructional, educational, and/or adventure activities. These and other risks may result in participants falling, being struck, colliding with objects or people, experiencing vehicle collision, drowning, reacting to weather conditions or increased exertion, suffering gastro-intestinal complications or allergic reactions, becoming lost or disoriented, or experiencing other problems. These and other circumstances may cause hyperthermia, hypothermia, frostbite, dehydration, burns, heart or lung complications, broken bones, concussions, paralysis, mental or emotional trauma, or other injury, damage, death, or loss.

I (participant and parent/s of a minor participant) agree:

- To accurately complete all required forms, abide by the terms of those documents, and obey all the rules, regulations, and policies of Touchstone Community School.
- To disclose any mental, physical or emotional conditions or limitations that might affect participant's ability to participate without causing harm to him/herself or others.
- That Touchstone Community School's employees cannot assure the participants' safety or eliminate any of these risks.

Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death, or other loss suffered by participant (and parent/s of minors) resulting from those risks and/or resulting from participant's negligence or other misconduct.

Release and Indemnity Agreement

I (adult participant or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:

1. to release and agree not to sue Touchstone Community School, with respect to any and all claims, liabilities, suits, or expenses for any injury, damage, death, or other loss in any way connected with my child's participation in Extended Day Program Activities.
2. to defend and indemnify Touchstone Community School with respect to any and all claims brought by or on behalf of me, my child, or a family member for any injury, death, damage, or other loss in any way connected with my child's participation in these activities.

This Release and Indemnity Agreement includes claim/s resulting from Touchstone Community School's negligence (but not its gross negligence or intentional or reckless misconduct), and includes claim/s for personal injury or wrongful death, property damage, breach of contract, or any other claim.

Conclusion

I agree that the substantive laws of the Commonwealth of Massachusetts govern this document, any dispute I have with Touchstone Community School, and all other aspects of my relationship with Touchstone Community School, and that any mediation, suit, or other proceeding must be filed or entered into only in the Commonwealth of Massachusetts.

Touchstone Community School reserves the right to remove a participant from the program who staff believe presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the program. If participant is dismissed or departs for any reason, participant is responsible for the cost of early departure whether for medical reasons, dismissal, personal emergencies, or otherwise.

Parents and participants agree: I have carefully read, understand, and voluntarily sign this two-page document and acknowledge that it shall be effective and binding upon me, my minor children, and other family members, and my heirs, executors, representatives, and estate. Both parents must sign below for any participating minor. (Signature, date, printed name)

Parent 1:

Parent 2:

Signature

Signature

Print Name

Print Name

Date

Date

Participant:

Signature

Print Name

Date