

Windham School District

FACILITIES USE WAIVER, ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND RELEASE OF ALL CLAIMS

Name of Participant: _____

Activity: _____

I am aware that the use of the **Windham School** facilities can include dangerous activities involving many risks of injury or damage to property. I understand that the dangers and risks of facility use include, but are not limited to, death, concussion, serious neck and spinal injuries that may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, other aspects of my body, general health and well-being, as well as loss or damage to property. I understand that the dangers and risks of facility use may result not only in serious injury, but in a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life.

In consideration of the **Windham School** permitting me to use its facilities, I hereby voluntarily assume the risk of accident, injury or damage to person or property. Furthermore, **I voluntarily release, waive, and discharge the Windham School, its employees, agents, representatives, coaches and volunteers from, without limitation, any and all actions, causes of action, claims, including negligence, demands, damages, costs, expenses, compensation, and/or suits at law or in equity**, on account of or relating to any act or omission by **Windham School**, its employees, agents, representatives, coaches or volunteers. I also **agree to defend, indemnify and save the Windham School harmless from and against any and all liability, actions, causes of action, debts, claims, including negligence, demands, or suits at law or in equity of any kind and nature whatsoever which may arise**, directly or indirectly, by or in connection with my use of the facilities and participation in any activity therein. The terms hereof shall serve as a release for our heirs, estate, executor, administrator, and assignees.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, indemnity agreement, and release of all claims and fully understand its terms, and **understand that I am giving up substantial rights, including the right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Date

Signature of Participant

Date

Signature of Parent or Guardian