



**Saturday, October 14, 2017
Maclay School Campus**

Waiver, Release, Indemnification and Hold Harmless

1. In consideration of my participation in the Maclay Rowdy 'Rauder Adventure Challenge (the "Challenge") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Participant and/or undersigned Parent of Participant HEREBY AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS AND COVENANTS NOT TO SUE ALFRED B. MACLAY, JR. DAY SCHOOL, AND/OR ANY PARTICIPANTS, ORGANIZERS, SANCTIONING ORGANIZATIONS (OR ANY SUBDIVISIONS THEREOF), OPERATORS, OWNERS, SPONSORS, ADVERTISERS, LESSORS, LESSEES, OFFICERS, DIRECTORS AND/OR EMPLOYEES (ALL REFERRED TO HEREIN AS "RELEASEES") FROM ANY AND ALL LIABILITY TO THE UNDERSIGNED PARTICIPANT, HIS/HER PARENTS, GUARDIANS, PERSONAL REPRESENTATIVES, LEGAL REPRESENTATIVES, ASSIGNS, HEIRS, AND/OR NEXT OF KIN (EVERYONE), FROM AND FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIMS OR DEMANDS ON ACCOUNT OF, ARISING OUT OF OR RELATED TO PARTICIPANT'S PARTICIPATION IN THE CHALLENGE, INCLUDING BUT NOT LIMITED TO INJURY TO PERSON OR PROPERTY AND/OR INJURY RESULTING IN DEATH OF THE UNDERSIGNED PARTICIPANT (EVERYTHING), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, WHILE THE PARTICIPANT IS IN OR UPON THE PREMISES USED FOR THE CHALLENGE, AND/OR COMPETING, OBSERVING, WORKING FOR OR FOR ANY PURPOSE PARTICIPATING IN THE CHALLENGE. THE FOREGOING PROVISION ALSO INCLUDES, BUT IS NOT LIMITED TO, ANY TRAVEL RELATED THERETO AND THE UNAVAILABILITY, NEGLIGENCE OR DELAY IN THE PROVISION OF MEDICAL CARE.
2. The undersigned Participant and/or Parent of Participant hereby ASSUMES FULL RESPONSIBILITY FOR ALL RISK OF BODILY INJURY, DEATH AND/OR PROPERTY LOSS OR DAMAGE DUE TO THE NEGLIGENCE OF RELEASEES OR OTHERWISE while in or upon the premises used for the Challenge and/or competing, observing, working for or for any purpose participating in the Challenge, including but not limited to any travel related thereto and the unavailability, negligence or delay in the provision of medical care.
3. The undersigned Participant and/or Parent of Participant hereby waives any and all claims against the Releasees arising out of or relating to Participant's participation in the Challenge and hereby releases the Releasees from any and all liability related thereto.
4. The undersigned Participant and/or Parent of Participant has read and voluntarily signs this document, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. The undersigned Participant acknowledges having had an opportunity to ask questions, consider this document, and obtain legal counsel for the same, and acknowledges that all questions have been fully answered to the Participant's satisfaction.
5. The undersigned hereby grant permission to the Releasees to photograph me, either still or video. The undersigned hereby grant permission to the Releasees to edit, crop, or retouch such photographs, and hereby waive any right to inspect the final photographs. I hereby consent to and permit photographs of me to be used by the Releasees for any purpose, including educational, informational and advertising purposes, and in any medium, including print and electronic. The undersigned understand that the Releasees may use such photographs with or without associating names thereto. The undersigned further acknowledge the undersigned have been promised no compensation for the photographs, and waive any claim for compensation of any kind for Releasees' use or publication of any image of or information about the undersigned.

DATED the ___ day of _____, 2017.

Signature of Participant 1 _____

Signature of Parent if Participant is under 18 _____

Signature of Participant 2 _____

Signature of Parent if Participant is under 18 _____

Signature of Participant 3 _____

Signature of Parent if Participant is under 18 _____

Signature of Participant 4 _____

Signature of Parent if Participant is under 18 _____