



Rowdy 'Rauder Adventure Challenge
Waiver and Release of Liability

1. In consideration of my participation in the Maclay **Rowdy 'Rauder Adventure Challenge**, I hereby release and covenant not-to-sue Maclay School or Children's Home Society, the Board of Trustees and any of their employees, from any and all present and future claims resulting of my participation in physical exercise. I hereby voluntarily waive any and all claims resulting from negligence, both present and future, that may be made by me, my family, estate heirs, or assigns.
2. The undersigned participant HEREBY RELEASES, WAIVES, DISCHARGES, AGREES TO INDEMNIFY, HOLD HARMLESS AND COVENANTS NOT TO SUE MACLAY SCHOOL OR THE CHILDREN'S HOME SOCIETY, PARTICIPANTS, ORGANIZERS, SANCTIONING ORGANIZATIONS OR ANY SUBDIVISIONS THEREOF, OPERATORS, OWNERS, SPONSORS, ADVERTISERS, OWNERS, LESSORS, LESSEES OF PREMISES USED TO CONDUCT THE PROGRAMS AND EACH OF THEM, THEIR OFFICERS, DIRECTORS AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES" FROM ALL LIABILITY TO THE UNDERSIGNED PARTICIPANT, HIS/HER PERSONAL REPRESENTATIVES, LEGAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN (EVERYONE), FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS THEREOF ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED PARTICIPANT (EVERYTHING), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, WHILE THE UNDERSIGNED PARTICIPANT IS IN OR UPON THE PREMISES USED FOR THE PROGRAMS, AND/OR COMPETING, OBSERVING, WORKING FOR OR FOR ANY PURPOSE PARTICIPATING IN THE PROGRAMS. 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.
3. The undersigned participant hereby ASSUMES FULL RESPONSIBILITY FOR AND ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF RELEASEES OR OTHERWISE while in or upon the premises used for the **Rowdy 'Rauder Adventure Challenge** and/or competing, observing, working for or for any purpose participating in the **Rowdy 'Rauder Adventure Challenge** , including but not limited to, any travel related thereto and the unavailability, negligence or delay in the provision of medical care.
4. The undersigned participant enters into the is agreement for himself/herself, his/her personal representatives, assigns, heirs, and next of kin (EVERYONE).
5. The undersigned participant has read and voluntarily signs this agreement, 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.
6. I hereby grant permission to Maclay School to photograph me, either still or video. I hereby grant permission to Maclay School to edit, crop, or retouch such photographs, and waive any right to inspect the final photographs. I hereby consent to and permit photographs of me to be used by Maclay School for any purpose, including educational, informational and advertising purposes, and in any medium, including print and electronic. I understand that they may use such photographs with or without associating names thereto. I further acknowledge I have been promised no compensation for the photographs, and waive any claim for compensation of any kind for Maclay School's use or publication of me.

PARTICIPANT'S WAIVER OF PARTICIPATION

I acknowledge that I have read this document and agree that I assume all risk involved with or arising out of participating in the Rowdy 'Rauder Adventure Challenge.

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 _____