

LIABILITY WAIVER AND RELEASE

Cadet Name _____

IN CONSIDERATION for, and as a condition of, my participation in any and all activities, athletics, or intramurals, in or on all facilities including, but not limited to, the gymnasium, weight rooms, recreational areas, physical fitness equipment, paintball course, obstacle course, rifle range, wood shop, and travel by any mode of transportation, as part of my enrollment at St. John's Military School, I acknowledge and agree as follows:

1. I acknowledge that by participating in the activity, I risk suffering bodily injury, including paralysis, dismemberment, disability or death, as well as the risk of damage to or loss of property. I understand that the activity carries an inherent risk of such injury or damage and that such risk is real and that such injury and/or damages is possible as a result of my participation.
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees listed in paragraph 5 of this Waiver & Release or others, and I wish to voluntarily and willingly participate in the activity.
3. I willingly agree to comply with the stated and customary terms and conditions for participation; if, however, I observe any unusual or unnecessary hazard during my presence or participation, I will bring such to the attention of the nearest official immediately.
4. I acknowledge that the activity requires good physical health on the part of each participant, and I warrant that I have no health condition that would hamper, limit, or impair my judgment, mental capacity or my physical ability to safely participate in the activity.
5. I therefore for myself, and on behalf of my heirs, assignees, personal representatives, and next of kin, hereby release, hold harmless and promise not to sue St. John's Military School, or any of its affiliates, employees, volunteers, agents, officers, board members or any other sponsoring organizations, their officers, volunteers, staff, sponsors, and/or agents, ("releasees") with respect to any and all injury and/or loss arising from my participation, whether caused by the negligence of the releasees or otherwise, except that which is the result of gross negligence or wanton misconduct, to the fullest extent permitted by the laws of the state of Kansas. I further agree to participate in mediation in Salina, Kansas as a condition precedent to the filing of any court action by me or on my behalf. I further agree that the laws of the state of Kansas, exclusive of its choice of law rules, shall apply to this waiver and release of liability agreement and that the venue for any litigation arising from my participate in this activity or out of this agreement shall be solely in the district court of Saline County, Kansas.

I have read this release of liability and waiver agreement; fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant's Signature _____

Participant's Name (Printed) _____ Date _____

CONSENT & AGREEMENT OF PARENT / GUARDIAN OF PARTICIPANT OF MINOR AGE

This is to certify that I/we as the parent(s) / guardian(s) with legal responsibility for this participant, do consent and agree to the above Waiver & Releases and all of the terms contained therein, both in my/our capacity as the parent(s) / guardian(s) of the participant and in my / our own individual capacity / capacities.

Parent's / Legal Guardian's Signature _____

Parent's / Guardian's Name (Printed) _____ Date _____