

# Liability Release, Waiver, Discharge and Covenant Not To Sue

This Liability Release, Waiver, Discharge and Covenant not to Sue, (hereinafter referred to as "Release"), executed by \_\_\_\_\_ (your name), parent/guardian of \_\_\_\_\_ (student's name), to Maria Montessori Academy, (hereinafter referred to as "MMA"), North Ogden, Utah.

## **For the following:**

Field Trip Activity:

The American West Heritage Center

Location of Activity: 4025 U.S. 89 Wellsville, UT 84339

Date of Activity: October 10<sup>th</sup> 2013

Transportation via: ☒ Commercial Bus ☐ Private Vehicles ☐ Frontrunner

Description of Activity:

The purpose of the trip is to teach the students about 4<sup>th</sup> grade Utah History- pioneers, trappers, traders, Native Americans and the settlers.

As a parent of a student of MMA I desire my child to participate in the field trip listed above, and I fully understand the dangers, hazards, and risks inherent in the activity, in the transportation to and from the Activity including, but not limited to, automobile accidents, theft of personal property. I further understand and expressly acknowledge that my child's participation in the activity is not required by MMA and that it is voluntary and my own decision. I further understand and acknowledge that if my child travels to the activity in a personal vehicle owned or rented by the driver, that MMA will not insure such private vehicle nor will it insure commercial vehicles, and that the owner and/or driver shall be responsible for providing automobile insurance which adequately, and in conformance with the law, covers the occupants, including passengers.

- 1.0 I acknowledge that my child is expected to conduct him/herself responsibly throughout the activity and will conform to the laws of the State of Utah and policies of MMA, including but not limited to any such laws or policies pertaining to alcohol consumption and/or drug use, etc.
- 2.0 Knowing the potential dangers, hazards, and risks of such activities, and in consideration of permitting my child to participate in the activity, on behalf of myself, my family, heirs and personal representatives, I, the undersigned, are to assume all risks inherent in the activity, the transportation, and in any independent activities undertaken as an adjunct hereto, and in advance release, waive, and forever discharge, and covenant not to sue MMA, its governing

board, officers, agents, employees (hereinafter collectively referred to as “releases”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, cause of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to, suffering and death, that may be sustained by my child or by any property belonging to my child, whether caused upon, or in transit to or from the premises where the activity, or any adjunct to the activity occurs, or is being conducted.

3.0 I understand and agree that Releasees do not have medical personnel available at the location of the activity. I agree and hereby grant Releasees permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this document. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

4.0 In signing this Release, I acknowledge and represent that I have fully informed myself of the content of the foregoing by reading it before I sign it, and I understand that I sign this Release as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that MMA does not require my child to participate in the Activity, but I want my child to do so, despite the possible risks and despite this Release. I further state that I am at least eighteen (18) years of age and fully competent to sign this Release; and that I execute this Release for full, adequate and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my child’s participation in the Activity, and that I have adequate health insurance to provide for and pay any medical costs that may be attendant as a result of injury to my child.

5.0 I further agree that this Release shall be construed in accordance with the laws of the State of Utah. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any governing law, the validity of the remaining portions shall not be affected thereby.

I have executed this Release this \_\_\_\_\_ Day of \_\_\_\_\_ (month), \_\_\_\_\_(Year).

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND BEFORE SIGNING.**

PARENT/GUARDIAN OF PARTICIPANT

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)