

# The Bolles School

## General Release of Liability and Assumption of Risk

In consideration of my use of the swimming facility and any other facilities owned by The Bolles School (the "School Property"), on behalf of myself and my next of kin, heirs, executors, and administrators, I **hereby release, waive, discharge, and covenant not to sue** The Bolles School, and its coaches, officers, trustees, directors, volunteers, agents, and employees (collectively "Bolles") from any and all claims, demands, damages, actions, liabilities, causes of action, or suits in equity of whatever kind or nature, **including, without limitation, claims of Bolles's negligence**, resulting from any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer arising from or relating to my use of School Property, including travel to, from, and during my use of the School Property.

I am voluntarily participating in activities on School Property. I am aware of the risks associated with diving, swimming, dry-land training, team building, and social activities that may relate to or arise from my use of School Property. These risks include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or others' actions, inaction, or negligence; conditions related to travel; or the condition of the Program location(s). **Nonetheless, I assume all related risks, both known and unknown to me, of my use of School Property, including travel to, from, and during my use of School Property.**

I agree to indemnify and hold harmless Bolles from any and all claims, loss, liability, judgment, settlement, damage, or costs, including expenses and attorneys' fees for both the trial and appellate levels that may occur as a result of my participation in any pool activity or any other activities incidental to my use of School Property, wherever, whenever, or however the same may occur.

I hereby give consent for any medical treatment or emergency medical services that may be needed in connection with my use of School Property. I agree to assume all costs related to such treatment, including transportation costs. I further authorize the release of any medical information necessary to process a claim for accident/medical payment insurance for an injury or illness relating to my use of School Property.

I understand that this document will be construed in accordance with the laws of the State of Florida. Any legal action or proceeding relating to my use of School Property will be brought exclusively in the state or federal court located in Jacksonville, Florida and I consent to the jurisdiction thereof. If any portion of this document is held by any court of competent jurisdiction to be illegal, null, void, or against public policy, the remaining portions shall not be affected and I will continue to be bound by the remaining terms.

I have read this two-page document in its entirety and understand all of the terms and conditions it contains. I am signing this document freely. No oral representations, statements, or inducements apart from this general release of liability and assumption of risk form have been made. I execute this

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document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future.

**IF YOU ARE UNDER 18 YEARS OF AGE, you must have a parent or legal guardian sign in the section BELOW, marked "For Participants under under 18 years of age."**

Participant Signature: \_\_\_\_\_

Participant Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

## **For Participants under 18 years of age:**

I am the parent or legal guardian of the Participant. I understand the legal consequences of signing this document, including: (a) releasing Bolles from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, and (c) assuming all risks of the Participant's participation in the Program, including travel to, from, and during the Program. I allow Participant to participate in the Program. I give my consent to Bolles and its medical representatives to obtain medical care from any licensed physician, hospital, clinic, or medical provider for the Participant for injury that could arise from use of School Property. I agree to be financially responsible for any costs incurred as a result of such medical care. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

\_\_\_\_\_  
Signature of Minor Participant's Parent/Guardian

\_\_\_\_\_  
Name of Minor Participant's Parent/Guardian (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Minor Participant's Name