



ST. PAUL'S SCHOOL

Cross Country Running at St. Paul's School - 2010 Assumption of Risk, Release and Indemnification

Group: Granite State Racing Team

As a Participant:

- I understand and acknowledge that my use of the St. Paul's School facilities for cross country running scheduled between March, 2010 and October 2010 is purely voluntary;
- I understand and acknowledge that I will have the option to participate in cross country running;
- I understand, agree and acknowledge that St. Paul's School is providing the use of a specific facility and assumes no responsibility for the direct operation of the program. I understand that St. Paul's School will not provide direct supervision during my use of the St. Paul's School cross country running and track facilities;
- I have full knowledge of the nature and extent of the risks associated with these types of activities and athletic events, including, but not limited to:
 - All manner of injury, including, but not limited to death and/or paralysis, from falling, twisting or spraining of a joint, head, arm, leg or body injuries;
- I further acknowledge that the above list is not inclusive of all the possible risks associated with these types of activities, and that I knowingly accept these additional risks;
- I agree and acknowledge that I am responsible for researching and evaluating the risks I may face and I am responsible for my actions;
- I, in full recognition and appreciation of the hazards and exposures involved do hereby voluntarily agree to assume all of the risks and responsibilities involving my participation in cross country running and track activities or any independent activities, athletic activities or events undertaken as an adjunct thereto at the St. Paul's School facilities, and described in this document;
- I understand and agree that participation in these activities and athletic events is a privilege that may be withdrawn by St. Paul's School at any time during the program. Reasons for termination may include, but are not limited to inappropriate conduct or other behavior deemed detrimental to the best interests of the Program, emergencies, or health or safety considerations;
- I understand and acknowledge that at all times I must follow the written and verbal rules and instructions provided by the St. Paul's School staff including the mandatory use of safety equipment;
- I acknowledge and understand that a certain level of physical fitness and strength is necessary to participate in the above listed activity and I further certify that I am qualified to participate in cross country running and track activities, am in good physical condition and am aware of no physical or mental condition (such as but not limited to recent surgeries, unstable cardiovascular or respiratory conditions, active back or joint problems (recent or recurring injuries), uncontrolled diabetes, epilepsy, or seizures) that could inhibit my safe participation in running activities.
- I confirm that I have health and accident insurance in effect for the inclusive dates set forth herein and St. Paul's School provides no such coverage on my behalf.

Release of Claims

In consideration of St. Paul's School permitting the use of its facilities I, my heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge St. Paul's School, its officers, trustees, faculty, employees, agents, and representatives (hereafter "released parties") from any and all claims which may arise from any cause whatsoever, including acts or omissions involving their negligence of persons for whom they are responsible. I further release and discharge the released parties from responsibility for any accident, illness, injury, or any other consequences arising or resulting directly or indirectly from my use of the St. Paul's School facilities. I recognize and agree that the released parties assume no responsibility for any liability, damage, or injury that may be caused by my negligence or willful acts committed prior to, during, or after participation in running at the St. Paul's School facilities or for any liability, damage, or injury caused by the intentional or negligent acts or omissions of any other person.

Indemnification and Hold Harmless

I hereby agree to indemnify and hold harmless the released parties from any loss or liability whatsoever including reasonable attorneys' fees, caused by any act or omission by me resulting from direct or indirect use of the St. Paul's School facilities.

Severability

I understand and agree that, if any provision of this release or the application thereof is held invalid, the invalidity shall not effect other provisions or applications of this release, which can be given effect without the invalid provisions, or applications. To this end, the provisions of this release are declared severable.

Governing Law

This release shall be construed in accordance with, and governed by, the laws of the State of New Hampshire.

Construction and Scope of Agreement

The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

I have read and executed this document with full knowledge of its significance. In witness whereof, I have caused this release and indemnification agreement to be executed this _____ day of _____, 2010.

Name of Participant [PLEASE PRINT]

Participant Signature

Date

Witness Signature

Date