

**AGREEMENT AND ACKNOWLEDGEMENTS, INFORMED CONSENT  
AND WAIVER**

**Participant/Child Name:** \_\_\_\_\_ **Date** \_\_\_\_\_

This Agreement and Acknowledgments, Informed Consent and Waiver relates to the participation of the participant/child identified above in the \_\_\_\_\_ program (the Program) that runs from \_\_\_\_\_ to \_\_\_\_\_ at The Hotchkiss School (the "School") at 11 Interlaken Road, Lakeville, CT 06039, sponsored by the Town of Cornwall Recreation Program. All participants and parents/guardians of participants must review and sign this Agreement and Acknowledgments, Informed Consent and Waiver prior to the participation in this program.

1. Acknowledgements. By signing below, I acknowledge that I have been informed of and understand the nature of the activities to be conducted in connection with the Program and hereby authorize participant/ my child to participate in all elements of the Program. I understand participation is strictly voluntary in nature. There will be an adult present and responsible for overseeing this program and activity.

With this understanding, and by authorizing myself/my child to participate in all elements of the Program, I give permission for me/my child to take part in any and all Program activities. I agree to complete and promptly return this completed form to the Program with any requested additional permission slips, releases and/or forms regarding my child, and understand that my failure to do so may result in my child being unable to participate in elements of the Program.

I acknowledge that the schedule of the Program may change prior to or during the course of the Program due to unforeseen and/or unknowable circumstances. The Town of Cornwall reserves the right to cancel or modify the Program at any time for any reason. In their sole discretion, the Town or the Program Director may terminate my child's involvement with the Program at any time for reasons including, but not limited to, inappropriate conduct or other behavior, violations of this Agreement, emergencies, or health or safety conditions or other considerations.

2. Waiver and Release. In consideration for being allowed to participate in the Program, and with only those exceptions described below, I fully assume all risks, inherent and otherwise, whether or not described above, in connection with the Program and release and discharge The Hotchkiss School and the Town of Cornwall Recreation Program, their officers, trustees, faculty, employees, agents or other representatives under the direction and control of The Hotchkiss School and the Town of Cornwall Recreation Program (the "Released Parties") from any and all liability, damage, injury or loss, including bodily injury or death, arising from, related to, occurring during, or associated with my participation/child's participation in the Program for any reason. These agreements of Assumption of Risks and Waiver of Liability/Release of All Claims do not apply if (1) the liability, damage, loss or injury is CAUSED SOLELY BY THE NEGLIGENCE of the Released Parties and do not include the negligence or any other act or omission by any other person or entity (such as the child, his/her Parents, other third parties or independent vendors/contractors); or (2) the liability, damage, loss or injury is caused by the RECKLESS, WANTON OR INTENTIONAL MISCONDUCT of a Released Party. This release of liability will be construed in accordance with Connecticut law.

3. Indemnification. I agree to defend and hold harmless the Released Parties from any and all claims, lawsuits, or demands made by anyone arising from or relating to my child's involvement with the Program, except for NEGLIGENCE CAUSED SOLELY BY a Released Party or the RECKLESS, WANTON OR INTENTIONAL MISCONDUCT of a Released Party.

4. Severability. It is understood and agreed that, if any provision or term of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions, terms or applications of this Agreement

which can be given effect without the invalid provisions, terms or applications. To this end, the provisions and terms of this Agreement are declared severable.

5. Law. This release shall be construed in accordance with, and governed by, the laws of the State of Connecticut. I agree that venue for any dispute arising under this Agreement shall be in any Connecticut court of competent jurisdiction.

6. Entire Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement, which includes and incorporates all of the required documentation for the Program, is the entire and complete agreement of the parties relating in any way to the subject matter hereof. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

**BY SIGNING BELOW, I ATTEST THAT I AM THE PARENT/LEGAL GUARDIAN OF THE MINOR CHILD NAMED ABOVE, AND I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL OF THE INFORMATION INCLUDED IN THIS PARENT AGREEMENT AND ACKNOWLEDGMENTS, INFORMED CONSENT AND WAIVER. I FURTHER UNDERSTAND THAT BY SIGNING THIS NOTICE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.**

Parent/Legal Guardian Name (Print) \_\_\_\_\_

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Date