

ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL



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Student Program Information, Assumption of Risks and Agreements of Release and Indemnity

School Name _____ Program Date(s) _____

Dear Parent: WELCOME TO ESSEX AGGIE'S HIGH 5! Please read this document carefully. Parts I, II and III seek medical and other information about your child. Part IV contains important information about the High 5 experience and may affect your legal rights and those of your child in the event of an injury or some other loss. The document must be signed by at least one Parent.

Activities and Risks: High 5 programs are designed to be age appropriate and well within the capabilities of children in reasonably good health. They incorporate a variety of activities including games and problem solving initiatives. Each child may choose the level of his or her participation. Minimizing risks is a high priority at High 5, but participants and their families must understand that there are risks of physical or emotional injury, and must assume those risks. While the risk of injury is small, participants may suffer sprains, abrasions and other, more serious, physical and emotional trauma. Injuries and other losses can result from, among other causes, moderate to strenuous activity including the possibility of falling, abrupt contact with fixed and other objects and persons, close personal contact with other participants or staff members, including the possibility of inadvertent and unwelcome touching, and misjudgments of other participants. High 5 recommends that participants be covered by health and accident insurance for the duration of their participation.

Managing risks effectively is very important in all of our programs at Essex Agricultural & Technical High School. Please help us by providing the information requested below. Let us know if your child has any condition (current or past) that could affect his/her involvement in all activities and provide any other information that will help us provide a productive and enjoyable experience.

If you have any questions about your child's program, don't hesitate to call the Essex Agricultural & Technical High School's High 5 office at 978-750-9210.

Part I - General Information

Student's Name _____ Date of Birth _____

Address _____ Sex Male Female

Name of Parent/Guardian _____ Home Phone # _____

Address _____ Work Phone # _____

Assumption of Risks: I am aware that High 5 programs are meant to be physically challenging as well as educational. I understand that even though High 5 programs are designed and operated by skilled and experienced staff, the risk of injury cannot be eliminated. I understand further that the risks described above, and other risks, are inherent in the activities – that is, they cannot be eliminated without changing the nature and value of the experience. I have discussed the High 5 activities and their risks with my child. He or she understands them and wishes to participate nevertheless, and the child and I expressly assume all such risks, inherent and otherwise and whether or not they are described above.

Release and Indemnity: For myself and, to the maximum extent allowed by law, on behalf of my child, I agree to release and to indemnify (“indemnify” meaning to protect, defend and pay any judgments, costs, and attorney’s fees) Essex Agricultural & Technical High School and High 5, its owners, staff members and Board of Directors, and Board of Trustees, with respect to any and all claims, including claims of negligence (but not of gross negligence or intentionally wrongful conduct), arising in any way from injuries or other losses suffered by the child or caused by the child, in connection with the child’s enrollment or participation in a High 5 activity.

Other: In the event of illness or injury to the child, consent is hereby given to provide emergency medical care, hospitalization or other treatment, which may become necessary, and to exchange medical information with third party care givers. I will pay or reimburse High 5 and/or Essex Agricultural & Technical High School for any and all costs including attorneys fees, associated with defending a claim brought by me or by or on behalf of my child to the extent that claim is dismissed or recovery for it is denied. If a suit is filed against High 5 or any other released party it must be filed in Windham County, Vermont. Any such suit will be governed by the laws of the State of Vermont, not including those laws which may apply the laws of another jurisdiction. If any part of this agreement is deemed invalid by a court of competent jurisdiction, the remainder of the agreement will nevertheless remain in full force and effect.

My initials here _____ reflect my permission to Essex Agricultural & Technical High School to use, reproduce or distribute any photograph, film, videotape or sound recordings of my child during my training, for use by Essex Agricultural & Technical High School in materials it may create for marketing or other purposes.

Signature of Parent/Guardian _____ Date _____