



Welcome to the Essex County Sheriff's Department 2016 - Youth Leadership Academy

WAIVER PACKAGE



IMPORTANT



COMPLETE FORM AND SUBMIT ON LINE THEN MAIL
NO APPLICATIONS WILL BE ACCEPTED BY FAX

For questions please use ya@eccf.com or telephone 978-750-1900 ext. 3312

NEW FORMAT – PLEASE READ – NEW INFORMATION

This is the **new format** for applying for the 2016 Youth Leadership Academy. All questions must be completed and submitted online. All information will be dated and timed. Once your application is submitted online and the waiver package is mailed and received, you will receive a confirmation that your child is on the active list or placed on the wait list. **Signatures are required on all waivers. If the signature is omitted, the application will be considered incomplete and the applicant will automatically be placed on the wait list.**

The 2016 Youth Leadership Academy held during the summer months is free for each participant. Each applicant can apply for the week (one week only) in which their city/town is listed. Applicants are placed on the active list on a “first come, first serve” basis. In the event the week for their city/town is filled, the applicant will be placed on the wait list. This notification will be sent via e-mail or telephone call. In the event the applicant is placed on a wait list, the parent/guardian may be contacted and given the opportunity for the applicant to attend an alternate week.

ALL APPLICATIONS ARE TO BE SUBMITTED ONLINE AND THEN MAILED
DO NOT FAX

Essex County Sheriff's Department
2016 Youth Leadership Academy
Judy Lacroix, Executive Assistant
20 Manning Avenue, Middleton, Ma 01949

****If you do not have access to a computer or need assistance, please contact your child's School's Guidance Department**

****Si usted no tiene acceso a una computadora, favor de contactar el consejero escolar de su hijo/a .**

ALL WAIVERS MUST BE FILLED OUT AND SIGNED

Please mail only sheets that are filled out.

You will need to keep all informational sheets (schedule, bus/drop off schedule, rules etc.) Please read this information again prior to your child attending the academy.



**ESSEX COUNTY SHERIFF'S
DEPARTMENT
2016 YOUTH LEADERSHIP ACADEMY**



Dear Parents/Guardian(s),

Thank you for choosing the Essex County Sheriff's Department Leadership Academy. The Academy is a non-profit educational service designed to provide a structured youth diversion program for at risk adolescents. There are two age groups: The Junior Academy serves ages 8-11 and the Senior Academy serves ages 12-15. This well-structured and disciplined program will use a wide variety of game and team-building activities which will help develop teamwork and cooperation. Your child will be challenged both physically and mentally. Please be advised that some of these activities can be physically demanding. Safety is a very high priority for all participants.

Please provide all the information requested on the application. If a situation or health issue is not on the application, please provide us with that specific information pertaining to your child. If you feel your child cannot participate in certain activities please provide that information on the application or contact us prior to his/her participation at the Academy.

It is important that you read all the information that we have provided. This will help enable us to provide a creative, enjoyable and positive experience for your child.

FOR MORE INFORMATION PLEASE CALL 978-750-1900 EXT 3312 OR E-MAIL US WITH YOUR QUESTIONS AT ya@eccf.com All applications must be **SUBMITTED ONLINE AND THEN MAILED.**

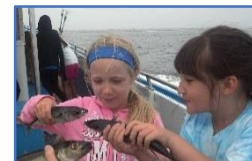
**ALSO PLEASE REFER TO OUR WEBSITE FOR UPDATES AND CHANGES
www.mass.gov/essexsheriff/community**

SCHEDULE OF CITIES AND DATES

Week Date

CITY/TOWN

1 - 6/27 - 7/1	Lawrence – Beverly – Hamilton – Wenham
2 - 7/4 - 7/8	Haverhill – Salisbury – Amesbury
3 - 7/11 - 7/15	Danvers - Ipswich - Newburyport – Newbury – West Newbury
4 - 7/18 - 7/22	Lynn – Gloucester – Rockport – Essex – Manchester
5 - 7/25 - 7/29	Haverhill – Merrimac – Groveland – Georgetown
6 - 8/1 - 8/5	Lawrence – Methuen – Andover – North Andover
7 - 8/8 - 8/12	Middleton – Salem - Marblehead – Nahant – Swampscott
8 - 8/15 - 8/19	Lynn – Lynnfield - Saugus – Peabody – Topsfield – Rowley – Boxford



PLEASE SEE BUS SCHEDULES PAGE 7

**The Youth Leadership Academy is funded by the Essex County Sheriff's Department
and a grant from
New England High Intensity Drug Trafficking Areas "HIDTA"**

**Senior and Junior Schedules will be posted on the website the
week prior to June 27.**

For Internal Use Only		Date Received _____	Allergy _____
Active List _____	Wait List _____	Date Confirmed _____	By _____
Paperwork Complete _____		Paperwork Not Complete _____	Recent Injury _____
			Other _____
			None _____
			Meds _____

NEW FORMAT 2016 LEADERSHIP ACADEMY APPLICATION
MUST BE SUBMITTED ONLINE AND THEN MAILED

When printing, please print application one sided. If mailing more than one application, applications must be clearly separated. All copies of each application should be stapled. To insure that siblings' applications are not separated, mail siblings applications in one envelope. Submit one participant per application.

NOTE: You must apply for the city in which you reside. All information must be provided in full. If any information is omitted, your child will be placed on the wait list until all information is provided, this includes any necessary signatures and waivers. If the week is filled, the applicant will be placed on the wait list. The applicant may be given the opportunity to attend an alternate week.

PLEASE CHECK ONE OF THE FOLLOWING – One application per child

___Ages 8–11 Junior Leadership Academy ___Ages 12–15 Senior Leadership Academy

Attending week of _____ To _____ Week # _____ City/Town _____

Child's Name _____ Nick Name _____

Date of Birth _____ Age _____ Sex: M _____ F _____

Address _____ City _____ State _____ Zip _____

Parent(s)/Guardian(s) Name _____

Primary contact number _____ Secondary number _____

E-mail Address _____

MEDICAL RELEASE SIGNATURE NEEDED

If you provided any medical information on the submitted online application, such as allergies etc. your signature is required below.

Any of the information may require further documentation or note from physician.

Any medications/epi-pens/inhalers will be held by a Sheriff's Staff Member throughout the course of the day. Medications must be in the original prescription container with the child's name.

Do you authorize the Sheriff's Staff Member to assist in the administering of your child's medication if necessary? Yes _____ No _____ Does not apply _____

Please state the medication(s): _____

Parent/Guardian Signature _____ **Date** _____

WAIVER OF CLAIMS

I have been made fully aware of and understand the purpose, specific activities and risks in which my child will participate during his/her participation in the Essex County Sheriff's Department Leadership Academy. Therefore, I hereby agree to indemnify and hold harmless, release and forever discharge the Essex County Sheriff's Department, their employees, agents, successors and assigns from any and all manner of actions, suits, claims, demands, damages, and liability (including negligence claims) in law and in equity which may arise or result from my child's participation in the Essex County Sheriff's Department Leadership Academy including costs and reasonable attorney fees. The terms herein shall serve as a release not only for me but also for all members of my family. I/We assume the risk of any and all injuries that may occur during participation in the program. Moreover, I acknowledge that I have been made fully aware of and understand the Department's procedure for administering medications to my child, if necessary, and authorize them to act accordingly and in the manner set forth in the application packet herein.

Parent/Guardian: _____
Print Name Signature

Date: _____

PHOTO/MEDIA RELEASE

I grant to the Essex County Sheriff's Department Leadership Academy the right to use, reproduce, assign and/or distribute photographs, films, videotapes and sound recordings of the participant for use in materials they may create.

Parent/Guardian: _____
Print Name Signature

Date: _____



**PLEASE SUBMIT APPLICATION ONLINE AND THEN MAIL
COMPLETED WAIVER PACKAGE TO**



Essex County Sheriff's Department
 2016 Youth Leadership Academy
 Attention: Judy Lacroix, Executive Assistant
 20 Manning Avenue, Middleton, Ma 01949

**Participants are selected from the applications submitted and are selected
on first come first serve basis**

PLEASE PRINT – SAVE & READ AGAIN PRIOR TO YOUR CHILD ATTENDING

ATTENTION: PARENT/GUARDIAN
CONTACT NUMBER 978-750-1900 EXT 3312 or e-mail ya@eccf.com
FOR THE FOLLOWING INFORMATION

If your child is placed on the active list and will not be attending please notify us immediately.

If your child is going to be **absent on any day**, you must leave a message no later than 7:30AM that day. If you need to contact your child while he/she is at the Academy, please call the above contact number.

No lunch is required on Friday. There will be a cookout/graduation at 12 noon at Essex Technical High School, Route 62, Danvers, MA. Parent/guardians are encouraged to attend. You may take your child home immediately following the graduation.

Sneakers are mandatory and must be worn at all times. Moreover, because of the nature of the activities, flip flops, sandals, half skirts, tank tops, short shorts, or pants below the beltline are prohibited. Please be advised that failure to comply with the foregoing may lead to your child being prohibited from participating in the day's activities and being sent home. **Please check the weather forecast, dress your child appropriately. Some activities are held outdoors.**

Please supply your child with a water bottle and lunch every day. Snacks are also recommended. Backpack or carry bag is not necessary but recommended. **Please label with your child's name.** Sunscreen and bug spray are encouraged. Please ensure your child is dressed appropriately for the weather and activities.

If any **medications** need to be brought to the Academy, the medication must be in the original prescription container and listed with your child's name. If the medication was not listed on the application, the parent/guardian must supply a signed note accompanying the medication and authorizing Department Staff to administer the medication to the child. The staff member will not administer without this information. A Sheriff's staff member will hold onto the medication.

If a child has his/her cell phone, it must be placed in their backpack/carry bag and turned off. Please be advised that the use of cell phones during the day is prohibited. Failure to adhere to the foregoing may result in the confiscation of the phone, which will be returned at the end of the day.

No child will bring drugs, alcohol, weapons, fireworks, headphones, Ipods, games, balls (of any kind), skateboards or electronic games to the Academy.

PLEASE BE ADVISED THAT FAILURE TO ADHERE TO ANY OF THESE RULES AND REGULATIONS MAY RESULT IN YOUR CHILD BEING DISMISSED FROM THE ACADEMY AT THE DISCRETION OF THE DEPARTMENT

PLEASE PRINT – SAVE
READ AGAIN PRIOR TO YOUR CHILD ATTENDING



****REMEMBER TO CHECK THE WEBSITE FOR ANY CHANGES AND UPDATES ON THE BUS SCHEDULE**



STUDENT PICK-UP / DROP OFF - PLEASE ABIDE BY THESE TIMES

YOUR CHILD MUST BEHAVE ON THE BUS! HORSEPLAY, FIGHTING, FOUL LANGUAGE AND OTHER FORMS OF MISCONDUCT ARE PROHIBITED AND MAY RESULT IN DISMISSAL FROM THE ACADEMY AT THE DISCRETION OF THE DEPARTMENT

****An adult must be present with the child at drop off and pick up locations. You will need to sign your child in and out.**

IF TAKING THE BUS

Your child must be at the designated bus stop location on time.
 In the afternoon, your child will be dropped off at the same location approximately 2:45 – 3pm. Please allow extra time for multiple bus stops.

IF DROPPING OFF AT ESSEX TECHNICAL HIGH SCHOOL
 (FORMERLY THE ESSEX AGGIE Rt. 62, Danvers, Ma)



Your child must be dropped off no earlier than 8AM and no later than 8:30AM at the Essex Technical High School, 562 Maple Street (Rt.62) Danvers, MA. See Youth Academy sign for parking. Your child must be checked in by a staff member.

PLEASE TAKE NOTE: CHILD MUST BE PICKED UP BY 2:30PM FROM THE ESSEX TECHNICAL HIGH SCHOOL AT THE SAME LOCATION

IF YOUR CHILD IS GOING TO BE ABSENT

Please leave a message at 978-750-1900 EXT 3312 **BY 7:30** AM that day.

FOR EMERGENCY USE ONLY

For emergency 24 hour calls only. Please call 978-750-1900 ext. 3302
 Someone will forward the call or information to the correct person.

PLEASE VISIT OUR WEBSITE FOR INFORMATION UPDATES AND CHANGES

www.mass.gov/essexsheriff/community

2016 BUS LOCATIONS AND TIMES ARE SUBJECT TO CHANGE
PLEASE CHECK THE WEBSITE THE WEEKEND PRIOR TO YOUR CHILD ATTENDING



2016 BUS SCHEDULE AND LOCATIONS

PLEASE NOTE: Please choose the best bus location for your child. Please adhere to the bus location you have chosen for the whole week. If there must be a change, please notify us as soon as possible. The first bus stop will be promptly at the time specified. **PLEASE BE ON TIME.** If there is a second and third bus stop for your region the times are approximate. Please be there for time specified. We have no control over traffic delays.

Week/Date City/Town

1 – 6/27 – 7/1 Lawrence – Beverly – Hamilton – Wenham

8:00 am - Briscoe Middle School, 7 Sophier Rd., Beverly
8:00 am - Central Catholic High School, 300 Hampshire St., Lawrence
8:15 am - SLE Education Complex, 165 Crawford St., So. Lawrence



2 – 7/4 – 7/8 Haverhill – Salisbury – Amesbury

8:00 am - JG Whittier Middle School, 256 Concord St., Haverhill
8:15 am - Tilton School, 70 Grove St., Haverhill- parking lot across from school
8:00 am - OCC Center, 80 Elm St. (RTE 110) Salisbury, back end of parking lot

3 – 7/11 – 7/15 Danvers - Ipswich - Newburyport – Newbury – West Newbury

8:00 am - Ipswich Police Station, 15 Elm St., Ipswich
8:00 am - National Guard Armory, Low St, Newburyport (across from Middle School)
Danvers - Drop child off at Essex Technical High School, Route 62



4 – 7/18 – 7/22 Lynn – Gloucester – Rockport – Essex – Manchester

8:00 am - O'Maley Middle School, 32 Cherry St., Gloucester
8:00 am - Lynn English High School, 50 Goodridge St., Lynn



5 – 7/25 – 7/29 Haverhill – Merrimack – Groveland – Georgetown

8:00 am - JG Whittier Middle School, 256 Concord St., Haverhill
8:15 am - Tilton School, 70 Grove St., Haverhill- parking lot across from school
8:00 am - Georgetown Public Library, 2 Maple St. Georgetown



6 – 8/1 – 8/5 Lawrence – Methuen – Andover – North Andover

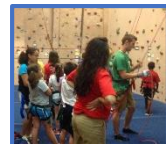
8:00 am - Central Catholic High School, 300 Hampshire St., Lawrence
8:15 am - SLE Education Complex, 165 Crawford St., So. Lawrence
8:00 am - Merrimack College, 315 Turnpike St., North Andover (use parking lot by the Chapel)

7 – 8/8 – 8/12 Middleton – Salem - Marblehead – Nahant – Swampscott

Middleton - Drop child off at Essex Technical High School, Route 62
8:00 am - Collins Middle School, 29 Highland Ave., Salem - Powderhouse Ln., use lot near football field

8 – 8/15 – 8/19 Lynn – Lynnfield - Saugus – Peabody – Topsfield – Rowley – Boxford

8:00 am - Market Basket, 225 Nbpt Tpk, Rowley - use front end of lot closest to Rte 1
8:00 am - Lynn English High School, 50 Goodridge St., Lynn
8:15 am - Topsfield Fairgrounds, 207 Boston St., Topsfield - Parking Lot A
8:15 am - Higgins Middle School, 1 King St. Peabody



**PLEASE CHECK OUR WEBSITE FOR UPDATES AND CHANGES
BEFORE YOUR CHILD ATTENDS THE ACADEMY**

Your child will not be released to anyone whose name is not listed below. If anyone other than the parent is picking up the child/children, a note authorizing this pick up from the parent must be given to the staff. All persons, including parent/legal guardian, will be required to present a valid driver's license or photo identification card before the Essex County Sheriff's Department Youth Academy Staff will release the child off the bus.

Parent/Guardian Signature_____Date_____

Danvers Fire Department
64 High Street
Danvers, Massachusetts 01923
978-762-0245 Fax 978-762-0246

Dear Parent/Guardian(s):

Imagine you are a young child and you awaken one night to find your bedroom filling with smoke. Your house is on fire! What would you do?

To make sure your child has the skills that can potentially save his/her life, we will be teaching burn prevention and fire safety in class. A key element of this learning process will include a tour at school of the Fire Safety House.

This mobile classroom is specially designed to teach children vital burn prevention and fire escape techniques through a fun, safe simulation of common hazards. The fire Safety House is equipped with a kitchen, bedroom, and living room.

The House fills with a nontoxic water based smoke. This realistic environment teaches children to 'crawl low' to safety. A heated door helps children choose the right exit. An escape ladder is used to exit from the bedroom.

If your child suffers from asthma, other respiratory conditions or allergies that may be irritated by the nontoxic smoke, please indicate that below before allowing him/her to tour the House.

Note: All participants should wear pants/shorts and no-heeled shoes the day of the tour.

Check one Child's Name

____My child_____may tour the Fire Safety House.

____My child_____may not tour the Fire Safety House.

____My child, has asthma, an allergy or respiratory condition that may be irritated by the nontoxic smoke and should not be in the House during that part of the program.

Parent/Guardian Signature

Date

Jump on In - Waiver Form

In consideration of being allowed to enter into the play area and/or participate in any parties or programs at Jump On In, Inc., the undersigned, on his or her own behalf and on behalf of the minor(s) identified below, acknowledges, appreciates and agrees that:

I willingly agree to comply with the stated and customary terms, rules and conditions for participation. In addition, if I observe any hazard during my participation, I will bring it to the attention of the nearest official immediately; and

I understand that the risk of injury can be significant, including the potential for paralysis and even death, and while particular rules, equipment and personal discipline reduce the risk, the risk does exist; and I knowingly and freely assume all risks both known and unknown, even if arising from the negligence of other participants and employees. I assume full responsibility for all participants listed below. Further, I agree to assume liability for all medical costs, attorney fees, and all other damages resulting from injury to myself and the undersigned participants; and

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby hold harmless Jump On In, Inc., their officers, agents, employees, other participants, and sponsoring agencies with respect to any and all injury, disability, death, or loss or damage to person or property to the fullest extent of the law; and

By signing below for my children, and/or spouse, I also agree to the above conditions, should I decide to participate.

Participant(s) is(are): _____

Name/Date of Birth Name/Date of Birth

Address: _____

_____ Street City State Zip

Adult Signature: _____ Date: _____

Emergency Contact if dropping off: Home: _____ Mobile: _____

KCD GROUP, INC. - ALTITUDE BILLERICA TRAMPOLINE PARK PARTICIPANT AGREEMENT
WAIVER, RELEASE AND ASSUMPTION OF RISK

2 pages

PARTICIPATION IN TRAMPOLINE COURT ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOUR SELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, COLLISIONS WITH FIXED OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK.

In consideration of the services provided by KCD Group, Inc., a Massachusetts corporation, who is the owner and operator of ALTITUDE BILLERICA TRAMPOLINE PARK (the "Park") and my desire to spectate and/or participate in the activities and services provided by KCD Group, Inc., at the Park (*KCD Group Inc., and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms, or entities claiming by or through them are hereinafter known as "KCD"*):

I, _____ (*print name*), on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

agree to use the Park and its facilities in a safe and responsible manner;

agree to abide by the Park rules and instructions and the directions of Park employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize the Park employees and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;

agree to fully and forever waive, release and discharge KCD from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Park or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (a) my activities within the Park; (b) the activities within the Park by others; (c) the operation of the Park by KCD; (d) my use of any and all of the Park facilities; and (e) my use of any and all equipment within the Park, whether owned by me, KCD or a third party;

agree to indemnify and hold KCD harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Park;

agree to accept and assume all of the risks which accompany the Park's activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities notwithstanding the risks;

fully understand that participating in the activities within the Park involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Park; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Park; and (iii) will not use the Park and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment; and,

certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Park, or if not, I agree to bear the costs of such injury or damage to myself and others. I agree that any legal proceeding shall be filed solely in the state of Massachusetts and I further agree that the substantive law of Massachusetts shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against KCD Group Inc. On the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Dated: _____, 20____

PARTICIPANT:

(Signature)

(Print Name - Picture I.D. required)

If the Participant is not 18 years of age or older, then the following Parent or Guardian Consent must be read and signed before the Participant is allowed to use the Park and its facilities.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

(Print Your Child's or Ward's Name)

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against KCD. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Dated: _____, 20____ PARTICIPANT/GUARDIAN¹:

(Signature)

(Print Name - Picture I.D. required)

Relationship to Child or Ward: _____

Parent/Guardian Telephone Number: _____

Parent/Guardian Address: _____

¹ I hereby warrant and represent that if I am neither the Child's Parent nor legal Guardian, I have been granted the expressed authority to execute this Waiver, Release and Assumption of Risk Agreement by, and on behalf of, the Child's Parent or Guardian.

Student Form

MERROHAWKE NATURE SCHOOL ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS, LIABILITY RELEASE, AND INDEMNITY AGREEMENT

2 pages

In consideration of participating in Merrohawke Nature School programming and the use of land, boats, and/or facilities owned or leased by Merrohawke Nature School (hereinafter referred to as "MNS"), I, the parent or legal guardian of _____, (the "Student"), acknowledge and agree as follows:

I understand that the Student and I both share the responsibility for the Student's safety. I have had the opportunity to ask questions about the activities, policies and the risks of the program in which the Student will participate. I agree to obey all rules, regulations, and policies and agree to have the Student obey them. I affirm that the Student has no mental, psychiatric, or physical condition or limitations, other than those that have been disclosed to MNS in writing. I agree to provide written notice to MNS of any change in the Student's mental, psychiatric, or physical condition, while the Student is participating in MNS programming.

The activities in which the Student may participate will depend on the program in which the Student is enrolled. These activities may be physically strenuous and may include, but are not limited to: hiking on uneven, rocky, and slippery terrain and in high grass and wooded areas; tree climbing; motorized vessel and other boat travel; fishing, including fishing from watercraft in close proximity to other participants; swimming and wading in fresh water and ocean water; cooking; fire building and use of fire; use of knives and other tools; building and sleeping in natural shelters; rock climbing; backpacking; camping and winter camping; skiing; snowshoeing; interacting with wildlife; and service projects. Some activities may take place outside of the Commonwealth of Massachusetts. I understand that the Student may engage in other activities not described above and that scheduled program activities may be substituted with other activities without prior notice.

It is impossible to state every risk associated with MNS program activities; however, I understand the risks the Student may encounter include, but are not limited to: slipping; falling; being struck by or striking objects, persons or the ground; wave and tidal action; exposure to sharp objects, both natural and man-made; improper or malfunctioning equipment or structures; disease carrying or poisonous plants, insects, or animals; exposure to hot, cold, wet, and other potentially hazardous types of weather; hypothermia or hyperthermia (heat-related illness, heat exhaustion), sunburn, and dehydration; distance from comprehensive emergency medical care; physical contact with other participants; and interaction with outside vendors and members of the general public. I acknowledge that the risks involved in participation in the MNS programming, including any risks not herein identified and described, may cause or lead to injury, illness, death, or property damage. These and other risks are inherent to the activities and they cannot be changed or eliminated without altering the essential elements or quality of the activity. I acknowledge and understand that MNS cannot change or eliminate these risks. I acknowledge that the Student's participation in MNS programming is purely voluntary and I elect for the Student to participate in spite of all known and unknown risks. I agree that the Student and I assume the risk of the activities in MNS programming, whether or not described in this form.

On behalf of the Student and myself, I hereby forever release, waive, and discharge MNS and each of MNS's agents, affiliates, employees, officers, directors, trustees, independent contractors, volunteers, and all other persons or entities acting under MNS's direction and control (collectively "the Released Parties") from any claim, right, or cause of action, including but not limited to, any claims for injury, property damage, wrongful death, breach of contract, loss of consortium, or any other type of lawsuit, that I or the Student may have arising, in whole or in part, from the Student's enrollment or participation in MNS programs, including claims,

rights, or causes of action caused by the negligence of the Released Parties. I covenant, promise, and agree not to pursue any claim or lawsuit against the Released Parties, collectively or individually, for any liability, claim, or expense in any way associated with the Student's enrollment or participation in the MNS program or the use of any equipment or facilities owned or operated by any of the Released Parties. I certify that the Participant has adequate insurance to cover any injury or damage caused or suffered while participating in the MNS program, or else I agree to bear the costs of such an injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition the Student may have that may increase the risks of participation in MNS programs or may increase the magnitude of potential injuries.

I further agree to defend and indemnify the Released Parties (to pay or reimburse them for money they are required to pay) for all costs, including attorney's fees and court costs, with respect to any and all claims brought on behalf of the Student arising from the Student's enrollment or participation in the program or the Student's use of equipment or facilities under the control of the Released Parties.

I agree that the substantive law of Massachusetts (but not any law that would apply the laws of another jurisdiction) governs this document and any dispute or lawsuit I, or the Participant, has with the Released Parties. Any mediation, lawsuit, or other proceeding must be filed or entered into only in Massachusetts. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

PHOTO RELEASE

I do / do not (please circle and initial here_____) agree that MNS may use the Student's photograph or image (but not name) for advertising, marketing, community outreach, and other similar materials, including, but not limited to, on the internet and in social media.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS OWNED BY ME AND BY THE STUDENT. I HEREBY WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON BEHALF OF THE STUDENT. I AGREE, ON MY OWN AND ON BEHALF OF THE STUDENT, TO THE TERMS AND CONDITIONS IN THIS DOCUMENT. *If participant is under the age of 18 (or if participant is a resident of Alabama or Nebraska and is under the age of 19; or if the participant is a resident of Mississippi and is under the age of 21) at the time the document is signed, at least one parent or legal guardian must sign the release in addition to the participant signing.*

_____	_____	_____	_____
Participant signature (or child's name)	Date	Print name here	Date of Birth and Age

_____	_____	_____	_____
Parent or Guardian signature	Relationship to Participant	Date	Print name here

LOWELL'S MARITIME FOUNDATION d/b/a LOWELL'S BOAT SHOP WAIVER OF LIABILITY

IN CONSIDERATION of being given the opportunity to participate in rowing at Lowell's Boat Shop, I, for myself, my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree and represent that I understand the nature of rowing; both on water and land, and that I am qualified, in good health, and in proper physical condition to participate in such activity.

FULLY UNDERSTAND that: (a.); ROWING ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasee's name(s) below; (c.); there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in this Activity.

AGREE AND WARRANT that I will examine and inspect each Activity in which I take partake and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

HEREBY RELEASE, discharge, and covenant not to sue Lowell's Boat Shop, their administrators, directors, agents, officers, volunteers and employees, other participants, organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or allege to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations. I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees, from any litigation expenses, attorney's fees, loss, liability, damage, or cost which any may incur as a result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____ Date: _____

Address: _____ Phone: _____

Signature (if age 18 or over) _____

PARENTAL CONSENT

I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

Printed Name of Parent/Guardian: _____ Date: _____

Address: _____ Phone: _____

Parent/Guardian Signature (only if participant is under the age of 18):

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

3 pages

School Name _____ Program Date(s) _____

Dear Parent: WELCOME TO ESSEX TECH'S CHALLENGE COURSE 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 challenge course 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: Essex Tech 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 Essex Tech, 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 Tech. 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 Challenge Course Manager, Ron Vercellone, at 978-304-4700 ext. 5110.

Part I - General Information

Student's Name _____ Date of Birth _____

Address _____ Sex Male ☐ Female ☐

Name of Parent/Guardian _____ Home Phone # _____

Address _____ Work Phone # _____

In case of emergency and you are not available, please give the name of someone else to notify.

Name _____ Relationship to Student _____

Phone # _____

Address _____

(OVER)

Part II - Insurance InformationIs the student covered by medical insurance? Yes ☐ No ☐

Name of Insurance Carrier _____ Policy # _____ Name of

Insured _____ Relationship to Student _____

Part III - Medical InformationDoes the student have any medical condition (current or past) that could affect his/her ability to fully participate in Essex Tech's programs? Yes ☐ No ☐ If you answered Yes, please explain.

Is the student currently taking any medications? Yes ☐ No ☐ If yes, please give the name of the medication(s) and describe the condition for which it has been prescribed.

Does the student have allergies? Yes ☐ No ☐

Does the student have a chronic or recurring illness? Yes ☐ No ☐ Has the student had a recent injury or infectious disease? Yes ☐ No ☐ Does the student have any seizure disorders? Yes ☐ No ☐

If you answered Yes to any of the above, please explain:

Part IV - Assumption of Risks, and Agreements of Release and Indemnity

In consideration of the services of Essex Tech in offering these activities, I, Parent, for myself and on behalf of my minor child, agree as follows:

Assumption of Risks: I am aware that Essex Tech Challenge Course programs are meant to be physically challenging as well as educational. I understand that even though Essex Tech Challenge Course 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 Essex Tech Challenge Course 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) High 5, its owners, Essex Tech, staff members and School Committee, 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 challenge course 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 Essex Tech or any other Released Party 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 court of competent jurisdiction deems any part of this agreement invalid, the remainder of the agreement will nevertheless remain in full force and effect.

My initials here _____ reflect my permission to the Essex Tech Challenge Course to use, reproduce or distribute any photograph, film, videotape or sound recordings of my child during my training, for use by High 5 in materials it may create for marketing or other purposes.

Signature of Parent/Guardian _____ Date _____