

**EVENT/ACTIVITY
RELEASE, INDEMNITY, AND WAIVER AGREEMENT**

EVENT/ACTIVITY: _____

LOCATION: _____

DATE: _____

This release, indemnity, and waiver agreement (hereinafter, "Agreement") is made this date between the undersigned parent/guardian (hereinafter, "Parent") and the undersigned student (hereinafter, "Student"), and the Henry County School District and the Henry County Board of Education (collectively hereinafter, "the Board").

RELEASE

The undersigned hereby acknowledges and understands that certain activities related to this Event/Activity are inherently dangerous. Despite the fore-mentioned, the undersigned hereby release the Board, its employees, agents, and representatives from any and all liability, allegation, judgment, cost expense, attorneys' fees, cause of action, loss, or damage whatsoever, including, without limitation, death or injury to any person or damage to any property, resulting from or arising out of Student's participation in this Event/Activity, howsoever arising. The undersigned does hereby release the Board, its members, employees, agents, and representatives from any and all claims, known and unknown, that Student incurs while participating in the Event/Activity, traveling to, while at, and traveling from the Event/Activity and agrees that the undersigned are precluded and estopped from asserting any claim or demand against the Board, its agents, teachers, employees or other workers for their act or acts that caused injury or damage to Student. The undersigned also agrees not to hold the Board or anyone acting in its behalf responsible for any injury or damage occurring to Student in the course of the Event/Activity, traveling to, while at, and traveling from the Event/Activity.

INDEMNITY

Moreover, the undersigned covenant and agree to indemnify, defend and hold harmless the Board, its employees, agents, and representatives from any and all liability, claims, actions, damages, costs and expenses (including attorney's fees) to or by third persons, including but not limited to Student and Student's family members, agents, and employees, related to Student's participation in the Event/Activity. In the event the Board should bring an action for enforcement of this indemnification provision, the undersigned agrees that the Board shall be entitled to be awarded its attorneys' fees and costs if the Board prevails in such proceeding.

MEDICAL PERMISSION FORM

The undersigned hereby authorizes the Board, its teachers, agents, employees, workers and representatives to give and obtain any medical first aid, emergency medical care and/or medical hospital care that may become reasonably necessary for the Student in the course of travels and during this Event/Activity.

GENERAL PROVISIONS

No verbal or written modification of this Agreement shall be binding unless in writing and signed by the designee for the Board and the undersigned. This document shall be construed according to the laws of the State of Georgia. If any portion of this Agreement should be deemed invalid or unenforceable as to either or both of the undersigned, the remaining parts of this Agreement shall remain in full force and effect.

WARRANTY

Parent and Student warrant to the Board that: a) I have read this document and understand it is a release and indemnification of all claims, known and unknown; b) I understand that the terms of this Agreement are contractual and not a mere recital; c) I understand and assume all risk inherent with the Event/Activity; d) I have signed this document as my own free act and deed; and e) I understand and agree that this document is binding upon me, my heirs, successors, assigns, agent, personal representatives, administrators, executors, and attorneys.

Executed this _____ day of _____, 20__.

Signature of Parent(s)/Guardian(s) Date

Signature of Student Date