

**2019 MILTON ACADEMY SQUASH COURTS – PARTICIPANT WAIVER AND
RELEASE**

This form must be completed for every participant in the introductory squash sessions scheduled for Milton Public School students.

If the participant is over 18, he/she must sign the form. If the participant is a minor, his/her parent or legal guardian must sign the form. Please note that a copy of this form must be completed and signed for each participant prior to use of the facility.

Participant Last Name _____ First Name _____
Age _____

Parent/Legal Guardian Name _____
Address _____
City _____ State _____ Zip _____

Milton Academy Squash Sessions for Milton Public School students: Assumption of Risk, General Release of Liability, and Indemnification Agreement

In signing below, I acknowledge and agree, on behalf of myself and my child (named above), that participation in the Milton Academy Squash Sessions (“Activity”) involves inherent risks both known and unknown, foreseeable and unforeseeable for me/my children, as applicable, including, for example and without limitation, the risk of property damage; serious bodily injury including but not limited to temporary or permanent muscle soreness; sprains; strains; cuts; bone fractures; abrasions; bruises; ligament and/or cartilage damage; head, neck or spinal injuries; paralysis; heart attack; eye damage, including blindness; disfigurement; dismemberment; permanent disability and death; and the acts, omissions and negligence of Milton Academy and other participants in the Activity (“Risks”). I knowingly, freely and voluntarily assume the Risks on behalf of myself and my child.

In consideration of being permitted to participate in the Activity, I, on behalf of myself, my spouse, my child (named above), my legal representatives, heirs, conservators, successors and assigns hereby release, acquit, discharge, covenant not to sue and hold harmless the Trustees of Milton Academy, and its officers, trustees, agents, independent contractors, volunteers and employees (collectively “Milton Academy”) from and against any and all actions, causes of actions, suits, claims, demands, liabilities, costs and expenses (including attorneys’ fees) of any kind or nature, both in law and equity, which I may have or acquire against Milton Academy, arising from or in connection with my or my child’s participation in the Activity, regardless of whether contributed to or caused by the actions, inactions, or ordinary negligence of Milton Academy. I further agree to defend, hold harmless and indemnify Milton Academy from and against any and all actions, causes of actions, suits, claims, demands, liabilities, costs and expenses (including attorneys’ fees) of any kind or nature, both in law and equity, that Milton Academy may suffer arising out of or in connection with my or my child’s participation in the Activity.

I warrant that I am fully able to enter into this release on behalf of myself, my spouse and my child and I understand and agree that this release shall be governed by and interpreted in accordance with, the laws of the Commonwealth of Massachusetts and that it will remain in effect until the end date of the Milton Academy Squash Sessions for Milton Public School students.

Additionally, I understand that I and my child must obey all of the rules posted at the squash building, at other designated areas on campus and verbally or otherwise promulgated by the desk attendant on duty at all times. I understand and agree that the desk attendant on duty has the right to limit the number of people using a court at any given time, and to make other decisions as are necessary to ensure a pleasant and safe squash environment. I acknowledge and agree that children 13 and under must always be accompanied by a parent/guardian; children 14 and older will be allowed to participate without parental supervision, but will have this privilege revoked if they disobey posted squash rules, or are disruptive.

I have carefully read this agreement and fully understand its content. I am aware that this is an assumption of risk, release of liability and indemnification agreement, that it is a contract between myself and Milton Academy and sign it on my own free will.

Signature _____

Name (please print) _____

Date _____