

**NEW YORK INTERSCHOOL ASSOCIATION
FULL RELEASE AND PROMISE NOT TO SUE INTERSCHOOL AGREEMENT**

TRIP: 2016 Interschool trip to Frost Valley

DATES OF TRIP: 1/20/16 through 1/22/16

CHAPERONE (S): Cathy Cramer, Brandie Clarke and 38 faculty from the Interschools

PARTICIPATING STUDENT: _____

Information about the Frost Valley trip has been sent to you by Interschool and the Frost Valley YMCA. For purposes of this Agreement, "I" refers to the above-named Student and the Student's parents or legal guardian if the Student is under the age of 18. The Trip is a wholly voluntary activity, and I understand that I am under no obligation to participate. I acknowledge that although teachers and chaperones will travel with my child, I understand that there may be times during the trip in which I may be UNSUPERVISED.

I. Assumption of Risk

This is to certify that I am fully aware that certain risks and dangers may exist during my participation in the Trip. I realize that these risks include, but are not limited to, risks and dangers in motor vehicle, exposure to the forces of nature and possible injury or illness in places remote from any medical facilities. Additional risks may include: rock fall, hypothermia or hyperthermia, slips or falls that could cause injuries or even death, allergies and related diseases, injuries from hiking and walking in rugged terrain, falling trees, and illness and injuries from physical exertion associated with outdoor activity. I have requested that the Directors, Officers and Employees of the New York Interschool Association ("Interschool") consent to my participation in the above trip. The above list is not a complete list of risks. I hereby represent that I have researched and reviewed the health and safety risks specific to the area of the Trip. I believe that the benefits to me of participating in the trip outweigh the risks and hazards involved.

In consideration of the consent of Interschool for my participation in 2016 Interschool Frost Valley trip, I do hereby, for myself, assume and agree to bear the sole risk of all injury, illness or harm to me, including death that may occur.

II. Release and Waiver of Claims – I represent that I have fully read this Agreement and understand the risks of injury described above. I hereby voluntarily assume all risks associated with participation in the Trip and agree to release New York Interschool, its directors, officers, and employees, along with the Interschool participating schools (Brearley, Browning, Chapin, Collegiate, Nightingale-Bamford and Spence), and their agents, trustees, officers, and employees (together, the "Released Parties") from and of any liability, claims, causes of action or demands of any kind and nature whatsoever which may arise by or in conjunction with my participation in any activities related to the Trip, including but not limited to claims for negligence, personal injury, breach of

contract or breach of warranty, except in the case of gross negligence or willful misconduct. I understand that as a result of my executing this Agreement, I will be forever barred from suing the Released Parties as a result of my participation in the Trip. To the best of my knowledge, I am in good health and suffer no disability or condition which renders my participation in the Trip inadvisable.

III. Indemnity Agreement – Except as provided in Section II hereof, I also further agree to indemnify and hold harmless the Released Parties from all liability to any third party for any injury, damage, loss or claim arising out of my participation in this trip. My indemnity obligation to the Released Parties includes my obligation to pay all costs or expenses incurred by the Released Parties for attorneys’ fees and court costs in the defense of any action brought by any third party against the Released Parties arising out of my participation in this trip.

V. Further Agreements - I also agree as follows:

- a. I shall follow all rules and regulations of Interschool, Frost Valley, and instructions of any staff or chaperones.
- b. I remain responsible for the consequence of any conduct of myself arising from the failure to follow the rules set by Interschool, Frost Valley, and instructions of any staff and chaperones.
- c. I have completed a medical form including a consent to treat.

VI. This Assumption of Risk, Release, Waiver and Indemnity agreement shall be binding upon myself, my heirs, legal representatives, guardians, conservators, or estates, as the case may be. Any reference herein to “my participation” shall mean and include the participation of the student.

I have read this document, understand its legal significance, have received a copy of it, and agree to be bound by it.

Dated this _____ day of _____, 20____.

Student Signature

Parent Signature

PARENT NAME (print): _____

ADDRESS: _____