

MISS HALL'S SCHOOL, INC. – Community Outreach: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

For Participants and Parents
or Legal Guardians

INTRODUCTION:

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, "Document") carefully before signing. **The participant must sign this Document. Both parents or legal guardians must also sign** (each parent and guardian individually and both parents and both guardians collectively hereafter "parent"), whether the participating child is an adult or a minor (minors are those under 18 years of age in Massachusetts; hereafter sometimes "minor" or "child"). The signature of an individual parent or guardian shall constitute acceptance of this Document by the individually signing parent or guardian and also by and on behalf of a minor participant. "We" refers to participant and parent. In consideration of the services of Miss Hall's School, Inc., and its officers, directors, employees, agents and representatives, including its medical advisors and all other vendors, persons or entities affiliated with it (individually and collectively referred to in this Document as "MHS"), in allowing participant to participate, we acknowledge and agree as follows:

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating (whether simply attending, observing or actively participating) in MHS camp, educational, instructional, musical, dramatic arts and/ or recreation activities during an MHS camp includes risks. We have voluntarily requested that participant participate in MHS's camp and give permission/consent for participant to do so. We understand and agree that participating in MHS's camp shall involve supervised and unsupervised activities and the risk of injury to the participant as well as the risk of possible injury to others for which we may be liable. Activities (which may be provided or led by MHS camp staff, contractors or others) may include but are not limited to: miming, role playing, vocal exercises, acting, interactive games, sporting activities, socializing, and use of MHS equipment, facilities or premises (collectively referred to in this Document as "activities"). These activities may be mandatory or optional, scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during participant's free and/or independent time. **We acknowledge that the inherent and other risks, hazards and dangers (sometimes collectively referred to in this Document as "risks") of these activities can cause injury, damage, death or other loss to participant or others.** The parent of a minor gives permission for their child to participate in all activities and agrees to discuss the nature of these activities and risks with their child. **The following describes some, but not all, of the inherent risks:**

Risks present in an outdoor environment. While playing outdoors, participant may be subject to storms, including rain, wind and lightning; extremely hot, humid or cold weather and rapid and unpredictable weather changes; stinging, venomous and/or disease carrying animals, insects or microorganisms; parasites; ticks, poisonous plants; wild or domestic animals and other natural or man-made hazards. Hazards may not be marked or visible and weather is unpredictable year-around.

Risks associated with COVID-19: Participant and parent acknowledge COVID-19 is a highly contagious virus that could cause severe symptoms, including, but not limited to, cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking, muscle pain, headache, loss of taste or smell, persistent chest pain or pressure, confusion, and even death; COVID-19 could be transmitted by people who may not be experiencing any symptoms of the virus and it is possible that someone may be positive for the virus without knowing it. MHS may implement numerous policies and procedures to deal with COVID-19 including those that have been and/or will be provided to me and those available on MHS's website and print materials. These include but are not limited to policies and procedures surrounding testing, social distancing, quarantines, and personal protective equipment such as masks. Participants acknowledge that policies and procedures are evolving and being updated to comply with the latest requirements and recommendations of governing authorities and health departments. Due to the nature of COVID-19, among the inherent risks of participation in MHS camp is infection with COVID-19 and/or transmission of it to other individuals despite MHS's compliance with its policies and procedures, and regardless of whether participants comply with these policies and procedures. MHS staff members are, and have been, available if parents or participants have further questions about MHS's COVID-19 policies and procedures, or the associated risks of participating in MHS camp.

Risks involved in decision making and conduct. MHS camp staff, contractors or others, including participants, must make various judgments and decisions in a variety of environments that are, by their nature, imprecise and subject to error. These risks include the risk that the participant or a co-participant, MHS staff member, contractor, or other person may misjudge the participant's (or others') capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment or weather.

Personal health and participation risks. The participant's mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with

participation in these activities includes risks. Although MHS personnel will review participant's submitted health and medical information, MHS cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

Risks associated with any outdoor or athletic activity. These risks include the risk that a participant may overestimate their abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other hazards; not understand the functioning of (or misuse) the equipment; not control their speed or experience equipment malfunction.

Equipment risks. These risks include the risk that equipment used in an activity may be misused, break, fail or malfunction. This includes participant's personal equipment, MHS equipment or other equipment (whether purchased, borrowed or rented). Participants choosing to bring and use their personal equipment assume full responsibility, along with their parent, for choosing appropriate equipment and for condition of equipment.

Free time risks. Participants will have free or unsupervised time before, during or after MHS camp activities and at other times. Participants will not be supervised or watched during nighttime sleeping hours. During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being. It is not possible for MHS to supervise all aspects of the activities at all times, including during free time.

Risks regarding conduct. These risks include the risk that the participant, or other participants or third parties may act carelessly or recklessly.

THESE INHERENT RISKS, AND ANY OTHER RISKS MAY RESULT IN PARTICIPANTS:

Falling partway or falling to the ground; being struck by, colliding with or impacting objects, people, vehicles, or animals; experiencing weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, cuts, wounds or other injury, damage, death or loss.

WE FURTHER ACKNOWLEDGE AND AGREE:

- To accurately complete and sign all required forms, abide by the terms of those documents, and obey all MHS rules and other policies;
- To review all MHS information and materials received, and understand that MHS representatives are available should we have further questions about these activities or the associated risks;
- To disclose any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to participant or others;
- To comply with all MHS camp rules and policies, prior-to and during an MHS camp, related to COVID-19, while acknowledging that these policies may evolve and be updated by MHS to comply with the latest requirements and recommendations of governing authorities and health departments on the federal and state level;
- The information provided above is not complete, other unknown or unanticipated activities, inherent and other risks and outcomes may exist, and MHS cannot assure participant's safety or eliminate any of these risks;
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant and parent assume and accept full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of these activities, and for any injury, damage, death or other loss suffered by participant (and parent) resulting from those risks, including the risk of participant's own negligence or other misconduct.**

RELEASE AND INDEMNITY AGREEMENT:

This paragraph should be read carefully because this Release and Indemnity Agreement contains a surrender of certain legal rights. I (participant, and parent for myself and for and on behalf of my participating minor child) agree:

1. **to release, hold harmless and agree not to sue MHS**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in MHS camp activities, including use of any equipment, facilities or premises and also all claims or right of action for damages which my minor child has or hereafter may acquire, either before or after my child has reached the age of majority. I understand that I agree here to waive all claim/s I or my child may have against MHS, bind my/my child's estate and any family member/heir/other

party bringing claim/s, and agree that neither I, my child nor anyone acting on my or my child's behalf, will make a claim against MHS as a result of any injury, damage, death or other loss suffered by me or my child;

2. **to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) MHS, with respect to any and all claim/s:
- a. brought by or on behalf of me, my participating child, spouse or other family member/s, or my/my child's heir/s or estate for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in MHS camp activities, including use of any equipment, facilities or premises; and/or;
 - b. brought by a co-participant or other person for any injury, damage, death or other loss to the extent caused by my/ my child's conduct in the course of participating in MHS camp activities, including use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s of or resulting from MHS's negligence (but not its gross negligence or reckless or intentional misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS: We agree:

- The substantive law of the Commonwealth of Massachusetts (without regard to its "conflict of laws" rules) governs this Document. This Document shall be considered a release, waiver of liability and contract of indemnity. This Document shall be governed by Massachusetts law and deemed executed entirely in the Commonwealth of Massachusetts as a contract under seal. Any dispute participant or parent have with MHS and all other aspects of our relationship with MHS, contractual or otherwise, shall be governed by Massachusetts law and any mediation, suit or other proceeding must be filed or entered into only in Berkshire County, Massachusetts. We agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Massachusetts mediator;
- This Documents is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of the Document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect.
- We knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of the Contract Documents.
- If any part of this Document is found to be invalid, unenforceable, or void, for any reason, we acknowledge and agree that MHS's entire liability to us or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if MHS was negligent or grossly negligent.
- MHS shall never be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if MHS has been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

PARTICIPANT AND PARENTS EACH AGREE:

I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and parent's/ participant's other family members, heirs, executors, representatives, subrogors and estate. The participant and both parents or legal guardians must sign below.

I understand that my signature is valid and legally binding whether I choose to electronically sign, or sign a printable version of this Document.

PARTICIPANT SIGNATURE _____
DATE _____

PARENT/GUARDIAN SIGNATURE _____
DATE _____

PARENT/GUARDIAN SIGNATURE _____
DATE _____