

PARENT/GUARDIAN CONSENT AND RELEASE FORM
School Year 2011-2012

A signed Release Form must be on file in order for your child to go on any field trip. Verbal permission cannot be accepted.

This form is to certify that I/we, _____, in consideration
Parent/Guardian
of the benefits to be gained by my/our child, _____, through programs sponsored by the Waldorf School of the Princeton Area (referred to below as the “School”), under the jurisdiction of the organizers, teachers, chaperones, and sponsors, agree and acknowledge as follows:

Acknowledgment and Assumption of Risks

Although the School has taken reasonable steps to provide appropriate equipment and skilled staff for various programs and trips, I/we acknowledge that the activities of the program have risks, including certain risks that cannot be eliminated without destroying the unique character of the activities. The following describes some, but not all, of those risks.

- The School field trips and outdoor education programs involve living, camping, and traveling out of doors, where participants are subject to numerous risks, environmental and otherwise.
- The School field trips and outdoor education programs may occur in remote places, at some distance from medical facilities. Communication and transportation can be difficult, and sometimes evacuations and medical care may be significantly delayed. Meals are prepared over gas stoves and open fires. Water may require disinfection before use.
- Travel is by vehicle, on foot, and by other means, over rugged, unpredictable, on- and off-trail terrain with the attendant risks.
- Decisions are made by the instructors, students, teachers, and/or chaperones, usually in a wilderness setting, based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to reasonable errors in judgment.

I/we agree to assume responsibility for the inherent risks as part of the School program. I/we represent that my child is/are fully capable of participating in the program, without causing harm to others or him/herself. Therefore, I assume and accept full responsibility for my child.

In consideration of my/our child being allowed to participate in these programs, I/we acknowledge and agree that I/we have read and understand the above, and confirm its representations and agree to all its provisions. In addition, except with respect to an injury or loss that occurs on public lands whose rules and regulations prohibit doing so, I/we acknowledge and assume all risks of the program and any other activity of the School, whether those risks are known or unknown, inherent or otherwise.

Parent or Guardian Signature

Date

(CONTINUED ON BACK)

Agreement of Indemnity and Release

I/we, for myself/ourselves and on behalf of my/our child, agree, as follows:

a) To release and discharge the School, its agents, employees, trustees, officers, teachers, chaperones, contractors, and all other persons or entities associated with it and its activities (individually and collectively hereinafter referred to as "Releasees") from all claims, liabilities, and losses whatsoever asserted by or on behalf of me/us, or by my/our child, in any way arising from or related to my/our child's enrollment or participation in an activity of the School (including transportation and occurrences to and from the activity or the use of the School's equipment or facilities). This release includes loss or damage claimed to be caused in whole or in part by the negligence of the Releasees. I/we understand that in signing this document, I/we surrender all rights on behalf of myself/ourselves and on behalf of my/our child to make a claim or file a lawsuit against any of the Releasees for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract, or under any other legal theory, except in cases of intentional wrongs or the gross negligence of the Releasees.

b) To defend, hold harmless, and indemnify the Releasees from any claim, and from any liability, loss, damages or expenses (including attorneys' fees) resulting from a claim in any way arising from or related to my/our child's/children's enrollment or participation in an activity of the School (including transportation and occurrences to and from the activity or the use of the School's equipment or facilities) brought by a fellow student or participant, rescuer, or any other person for loss or damage caused by my/our conduct or the conduct of my/our child.

I/we further agree as follows:

The School is authorized to obtain or provide emergency hospitalization, surgical, or other medical care for my/our child.

Any dispute between the School and me/us shall be governed by the substantive laws (not including the laws that might apply the laws of another jurisdiction) of the State of New Jersey, and any mediation or suit shall occur or be filed only in the State of New Jersey.

If I/we have any legal dispute with the School which cannot be settled through discussions between the parties, I/we will first attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by New Jersey courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association in New Jersey. I/we also agree to pay all costs and attorneys' fees incurred by the School in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that the School is not responsible for the injury or loss.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This agreement is entered into voluntarily, after careful consideration, and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children, and other family members.

I/WE, FOR MYSELF/OURSELVES AND MY/OUR CHILD, UNDERSTAND AND AGREE TO THE ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AGREEMENT OF RELEASE AND INDEMNITY, AND THE ADDITIONAL PROVISIONS ABOVE.

I/we further agree as follows:

I hereby grant permission to the School to use at any time the likeness, and written or creative work of, and quotations from, my child(ren), family, and myself, in advertising, publicity, or promotional material for Waldorf School of Princeton, both in print and electronic media, without notice or monetary remuneration to myself, my family or my child(ren).

Parent or Guardian Signature

Date