



Evergreen Christian Academy

Mailing Address:
10690 Sheffield Rd
Mobile, AL 36695
251-366-0811

Release of Liability

Purpose of this Form. This form is to be signed by the Parent/Guardian of any student of Evergreen Christian Academy (ECA). In consideration of the educational, social, recreational, and other benefits to be provided, the receipt and adequacy of which is acknowledged, Parent/Guardian agrees as follows. Definitions. The following terms have the stated meaning when used in this document: • Student – the student participating in ECA and all related activities • Potential Liabilities – any and all loss, injury, death, claims, actions, suits, proceedings, settlements, damages, costs, fees, and expenses, at law or equity, known and unknown, foreseen and unforeseen, including, but not limited to, attorney fees and costs of litigation, and liabilities arising out of, connected with, or resulting from student's involvement in ECA, such as medical expenses, other costs, injury, sickness, or death. Evergreen Christian Academy – its respective trustees, officers, employees, agents, representatives and volunteers.

Liability Release. **THIS IS A RELEASE OF LIABILITY.** Parent/Guardian knowingly and voluntarily waives, releases, exculpates, and discharges from and against any and all Potential Liabilities connected with ECA activities. By signing this form, you voluntarily agree to discharge ECA in advance from all such Potential Liabilities. Indemnification. Parent/Guardian agrees to hold harmless and indemnify ECA from and against all Potential Liabilities related to or arising from the Student's involvement in ECA activities. Assumption of Risk. Parent/Guardian understands and acknowledges that there are risks, including significant risks, inherent in all activities that can result in loss, damages, injury, or death, including, without limitation: activities potentially related to ECA; travel risks such as accidents, crashes, and risks from autos operated by ECA as well as autos operated by other individuals or entities, premises risks, including those that may be owned by others and risks from water, such as drowning; injury risks from falls, collisions, or accidents (such as cuts, bruises, torn muscles, sprains, broken bones, etc.); outdoor risks, such as weather, lightning, heat or cold, bites, stings, allergic reactions, dehydration, hypothermia, drowning, sunburn, animals, and limited access to medical care; risks from others involved in ECA (such as transmitted illnesses or others' actions); health risks, such as heart or respiratory events as well as other risks inherent in any strenuous activities, including things identified as "injury risks" herein; equipment risks, including failure, misuse, inherent risks, and risks from non-ECA equipment; and other risks and hazards beyond the control of ECA or others. The Parent/Guardian acknowledges that he/she has had an opportunity to investigate ECA before executing this form and, knowing and understanding all risks associated with ECA, the Parent/Guardian nevertheless **VOLUNTARILY AGREES TO ASSUME AND ACCEPT ALL RISKS** that potentially accompany participation in the ECA. Parent/Guardian also agrees to take all reasonable steps to avoid any risks, injury, or death. Health Care and Emergencies. ECA does not accept responsibility or liability for providing health care services or health care insurance for the Student. The Student should consult his/her own medical care provider,

and warrants his/her physical fitness to participate in ECA. Participant authorizes ECA obtain any necessary medical treatment for Student during the activities. Parent/Guardian agrees to be responsible for the payment of any fees and charges that may be imposed by any doctor or hospital facility in the provision of medical care to Participant. Further, the Parent/Guardian agrees to indemnify and hold ECA harmless from any claim that may be made by a doctor of medical facility of said fees and charges incurred in the provision of medical care to the Student. Student also agrees to at all times to comply with ECA's Student Code of Conduct, which applies to behavior on campus. . ACKNOWLEDGEMENT. I, AS PARENT/GUARDIAN, ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ENTIRE DOCUMENT AND ITS EFFECT ON MY RIGHTS. RELYING WHOLLY UPON MY OWN JUDGMENT, BELIEF, AND KNOWLEDGE ABOUT THE RISKS ASSOCIATED WITH ECA ACTIVITIES, WHICH INCLUDE SIGNIFICANT INJURY OR DEATH, AND THE EFFECT OF THIS DOCUMENT, I VOLUNTARILY AGREE TO EXECUTE THIS DOCUMENT AND PARTICIPATE IN ECA ACTIVITIES. I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE TO ME SEPARATE AND APART FROM THE TERMS OF THIS DOCUMENT. I VOLUNTARILY SIGN THIS AGREEMENT OF MY OWN FREE WILL FULLY INTENDING TO LEGALLY BIND MYSELF, MY HEIRS, SUCCESSORS, AND ASSIGNS TO ITS TERMS.

Parent/Guardian Signature _____

Printed Name _____

Student(s) Name(s) _____

Date _____