

THE PHELPS SCHOOL
Assumption of Risk, Waiver of Liability, Release, Hold Harmless, Covenant Not to Sue
and Indemnity Agreement

I will be participating in a program, class, camp and/or sporting event at The Phelps School (“PHELPS”) and will be using the facilities, premises, grounds, equipment and/or services of PHELPS (collectively, the “Facilities and Property”).

Assumption of Risks: Participation in physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system and others involve risk of harm from other participants or through the observation of an activity as a spectator. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, and/or 3) catastrophic injuries including paralysis and death.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk and accept sole responsibility that my child(ren) and I may be exposed to or infected by COVID-19 by using the Facilities and Property and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at PHELPS may result from the actions, omissions, or negligence of myself and others, including, but not limited to, PHELPS employees, volunteers, and program participants and their families.

Waiver: In consideration of permission granted to me by PHELPS to use, today and on all future dates, the Facilities and Property, I, for myself, my heirs, personal representatives or assigns, (and for my child, if a minor) do hereby release, waive, hold harmless, discharge, and covenant not to sue PHELPS, its directors, officers, employees, insurers and agents (collectively, the “PHELPS Related Parties”) from liability from any and all claims, causes or events (including the negligence of PHELPS) resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in and/or use of the Facilities and Property.

Release, Hold Harmless, Covenant Not to Sue and Indemnity: In consideration of permission granted to me by PHELPS to use, today and on all future dates, the Facilities and Property, I also agree to Release, Hold Harmless, Covenant Not to Sue and Indemnify PHELPS and all Phelps Related Parties from any and all claims, actions, suits, costs, expenses, damages and liabilities (“Claims”) suffered, including attorney’s fees incurred, as a result of participation in or use of the Facilities and Property. I understand and agree that this release, hold harmless and covenant not to sue includes any and all Claims resulting from or based on the actions, omissions, or negligence of PHELPS or a PHELPS Related Parties, whether a COVID-19 infection occurs before, during, or after using the Facilities or Property.

Severability: I further expressly agrees that the foregoing Assumption of Risk, Waiver of Liability, Release, Hold Harmless, Covenant Not to Sue and Indemnity Agreement are intended to be as broad and inclusive as is permitted by the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, I agree that the balance shall continue in full legal force and effect.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, Release, Hold Harmless, Covenant Not to Sue and Indemnity Agreement, and I fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of PHELPS and PHELPS Related Parties of all liability to the greatest extent allowed by law.

Entrance and Parking Rules: In order to access PHELPS property I agree to **only:** (1) utilize the Remington Lane entrance (**NOT** the main entrance where PHELPS sign is posted) and (2) park in the lot adjacent to the Fieldhouse (**NOT** in front of the Fieldhouse) or elsewhere on campus.

Signature of Parent/Guardian of Minor _____ Date _____
Participant’s Age (if minor) _____
(Write or type name of Parent/Guardian)

Signature of Participant _____ Date _____
(Write or type name of Participant)