



PARTICIPANT ACTIVITY LIABILITY WAIVER AND RELEASE AGREEMENT

Brookhaven Innovation Academy (BIA) must ensure that a Participant Activity Liability Waiver and Release Agreement is completed for each activity or event. This Agreement may cover multiple Activities or Events that are listed below.

I, the undersigned, wish to participate and/or have my child participate in the Brookhaven Innovation Academy (BIA) – approved event or activity as referenced above (hereinafter referred to as “Activity or Event”). I understand that the Activity may require my student to travel off campus, and unless I inform the school in writing, I consent for my child to travel with BIA to the Activity or Event.

I understand and acknowledge that this Activity or Event is voluntary and by its very nature may pose actual or potential risks of physical and emotional injury/illness, including but not limited to death, to the student identified above or to any individual who participates in such Activity. I am aware that there may be no BIA insurance that would provide coverage for medical treatment, for personal injuries or property damage which may arise out of this Event or Activity.

In order to participate in this Activity or Event, I agree to assume all liability and responsibility for any and all potential or real risks, injuries or even death which may result from participation in the Activity or Event. I understand that this includes potential injury or risk to others that may be in my care during the Activity, including, but not limited to, children I may bring with me to the Activity and Event. I understand that if I bring another individual to the Activity or Event, including my child, I am solely responsible for the safety and care of that individual during the Activity or Event as well as any injury or damages to or caused by the individual I bring to the Activity or Event. I understand that BIA has no heightened duty of care to individuals I bring with me to the Activity or Event. I represent and warrant that the Participant is mentally and physically fit, capable, able and willing to participate in this Activity without any limitations.

I understand, acknowledge, and agree that BIA shall not be liable for any injury/illness suffered by the Participant or his or her invitees which arise out of and/or associated with preparing for and/or participating in the Activity or Event. I understand and authorize BIA to sign all necessary consent forms and obtain medical treatment in the event that I cannot be notified of the injury. I understand that while the Participant may have completed a pre-participation medical examination in order to participate in an athletic program, such an examination is for screening purposes and is not intended to identify all problems that could result in sudden death during exercise.

I hereby release, discharge, indemnify, and agree to hold harmless BIA, its governing board, and its governing board members from any and all liability arising out of or in connection with Student/Participants' participation in the Activity or Event, including but not limited to extra-curricular activities or events, meeting groups, or other school events.

Participants are occasionally included in activities or events, publications, and/or public relation activities. I consent to BIA (and its photographers) approval to use my name, picture, likeness,

work, voice, or verbal statement to appear in publicity, publications, videos, websites and any other media. I understand and agree that no monetary consideration shall be paid to me; and that my consent and release have been given without coercion or duress; and that my picture, likeness, work, voice, or verbal statement may be used in subsequent years.

A signed Participant Activity Liability Waiver and Release Agreement must be on file with BIA before a Participant will be allowed to participate in the above referenced Activity or Event.

Participants and/or parents or guardians who do not wish to accept the risks described in this Agreement should not sign this Agreement, and will not be allowed to participate in the Activity or Event.

I acknowledge that I have carefully read this Participant Activity Liability Waiver and Release Agreement and that I understand the potential dangers of engaging in this Activity or Event, am fully aware of the legal consequences of this agreement, and agree to its terms. I understand I am waiving certain rights and assuming the risk of injury and property damage from my participation in the Activity or Event.

BY TYPING YOUR COMPLETE NAME BELOW, YOU ACKNOWLEDGE YOU HAVE READ IN FULL THE ABOVE INFORMATION AND AGREE TO ITS TERMS.

Scholar's Full Name:

Guardian's Full Name:

Guardian's Signature:

Date:
