

8th Grade Students of the Immaculate Conception School
Trip to Washington, DC
April 21, 2008 – April 25, 2008

Assumption of Risk
Release & Indemnification of all Claims
Covenant Not to Sue

AGREEMENT

This is a legal and binding Agreement which, when signed, will permanently limit your ability to recover from the parties listed below for injuries or losses you may sustain as a result of participating in the 8th Grade Trip to Washington.

I freely choose to travel to Washington, DC for the 8th Grade Class Trip (“the Trip”) and freely accept all the risks associated with the Trip. I understand that this trip is not sponsored by the Immaculate Conception School, Lowell (“the School”), and that the School nor the Organizers and/or Chaperones (collectively, “the Organizers/Chaperones”) of the Trip are not agents of, and have no responsibility for, any third party including without limitation any transportation or activities associated with the Trip. I understand that the School has not reviewed, certified, or investigated the Trip, and the School and the Chaperones make no warranties as to the safety of the Trip. I agree to inform myself about the potential dangers of the areas I am traveling and the activities in which I will be participating.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent of my taking care of myself and avoiding any activity or behavior which would harm myself or others. I agree to observe the rules and practices that may be posted or advised by the Chaperones. I agree that if I fail to act

in accordance with this Agreement, I may be dismissed from the Trip.

Despite precautions, accidents and injuries can occur. I understand that the activities I undertake may be potentially dangerous, and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of the Trip participation. Therefore I ASSUME ALL RISKS RELATED TO THE ACTIVITES including but not limited to:

1. Death, injury, or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, that may occur as a result of participating in any activity or contact with physical surroundings, environment, equipment or other persons.
2. Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, arrest, or other act of any government or authority.
3. Theft or loss of personal property during the Trip.
4. Loss or death or injury as a result of a natural disaster or event or extreme weather conditions or events.
5. Alteration or delay, extension, or cancellation of the Trip due to natural disaster, civil unrest, war, terrorist attack, medical quarantine or any other disturbances or causes.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Trip or facilities, equipment, transportation, or services associated with the Trip, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that my voluntary participation in this Trip is an acceptance of all risk of injury. I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily participating in the Trip.

**Release from Liability,
Indemnification Agreement
Covenant Not to Sue**

In consideration of the Organizers/Chaperones support of the Trip, I the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representative, executors, children, administrators an assigns, HEREBY DO FOREVER RELEASE the School and the Organizers/Chaperones from any cause of action, claims or demand of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, children, administrators and assigns may now have, or have in the future against the School or Organizers/Chaperones on account of personal injury, bodily injury, property damage, death or accident of accident of any kind, arising out of or in any way related to my use of the facilities, equipment, transportation, or services in association with the Trip howsoever the injury is caused, whether by ordinary negligence or otherwise.

In consideration of the Organizers/Chaperones support of the trip, I, the undersigned COVENANT NOT TO SUE and AGREE TO INDEMNIFY and HOLD HARMLESS the School and the Organizers/Chaperones from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in

any way related to my use of the facilities, equipment, transportation, or services in association with the Trip.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Trip and my use of the facilities, equipment, transportation, or services in association with the Trip, and that by signing this agreement I am relieving the School and the Organizers/Chaperones of any and all liability for such loss, damage or death.

My signature below indicates that I have read and freely signed this Agreement, which shall take effect as a sealed instrument. I further certify that I am legally competent to sign this Agreement. I further understand that the terms of the Agreement are legally binding; and I certify that I am signing this Agreement after having carefully read and understood the same, of my own free will.

The Agreement shall be construed in accordance with Massachusetts' law and I consent to the jurisdiction of such state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under Massachusetts' law and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF, this instrument is duly executed this _____ day of _____, 2007.

**IMPORTANT – READ ENTIRE
AGREEMENT BEFORE SIGNING**

Signature – Parent or Legal Guardian
(REQUIRED)

Signature – Student

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("the Trip")

CONSENT TO TREAT

This is to certify that on this date, I _____,
as parent or guardian of _____, give my
consent to the Organizers/Chaperones of the Trip to obtain medical care from
any licensed physician, hospital or clinic for the above-mentioned Student for
any injury that could arise from participation in the Trip.

If the Student is covered by any medical insurance, please complete the following:

Name of Insurance Company: _____

Policy Number: _____

Signed: _____
(Parent or Guardian)

In the event of Emergency, please contact:

Name: _____

Telephone: _____

Cell Phone: _____

Alternate Name: _____

Telephone: _____

Cell Phone: _____