

# Waiver of Liability, Assumption of Risk, and Indemnity Agreement for the BCA Outdoors Club

## 2014-2015

NAME: \_\_\_\_\_ Grade: \_\_\_\_\_

**Waiver:** In consideration of being permitted to participate in any way in BCA Outdoors Club, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Bradford Christian Academy and its owners, agents, officers and employees from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the BCA Outdoors Club, (Initials\_\_\_\_\_).

**Assumption of Risks:** Participation in the BCA Outdoors Club carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I understand that sports requires a minimum level of fitness for safe participation and that the BCA Outdoors Club requires all participants to have a physical examination in the year previous to the beginning of the sport to ensure healthy activity. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the BCA Outdoors Club. I hereby assert that my participation is voluntary and that I knowingly assume all such risks (Initials\_\_\_\_\_).

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Bradford Christian Academy and its owners, agents, officers and employees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the BCA Outdoors Club and to reimburse them for any such expenses incurred (Initials\_\_\_\_\_).

**Transportation Waiver and Release of Liability:** In consideration of BCA Outdoors Club furnishing transportation services to my child in conjunction with BCA Athletics activities, I, on behalf of myself, my child, and our respective representatives and heirs, authorize BCA to and request that BCA provide transportation services to my child in conjunction with BCA Athletics activities, and hereby voluntarily release, waive, discharge, hold harmless, defend and indemnify Bradford Christian Academy and its owners, agents, officers and employees from and against any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise as a result of the providing of transportation services to my child in conjunction with BCA Outdoors Club activities including without limitation transportation to, from or during any athletic activity whether with parent transportation or by bus. I specifically understand that I am releasing, discharging and waiving any claim or actions that I may have presently or in the future for the acts or other conduct by the owners, agents, officers or employees of Bradford Christian Academy. (Initials\_\_\_\_\_).

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (Initials\_\_\_\_\_).

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**BCA Athletics**

Bradford Christian Academy 97 Oxford Avenue, Haverhill, MA 01835  
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**Photo Release:** I authorize Bradford Christian Academy to use my or my child’s photo for reproduction in any manner BCA Outdoors Club desires such as advertising, display, audio-visual, exhibition or editorial use. (Initials\_\_\_\_\_).

**Athlete’s Acknowledgment of Understanding** (only complete if 18 or over): I have read this waiver of liability, assumption of risk, and indemnity agreement, 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 all liability to the greatest extent allowed by law

\_\_\_\_\_  
Name Signature Date

**Parent or Guardian:** I am the parent or legal guardian of the above named minor child and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to hereby release, waive, discharge, and covenant not to sue Bradford Christian Academy and its owners, agents, officers and employees from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the BCA Outdoors Club.

\_\_\_\_\_  
Parent/Guardian Name Signature Date

*Please Make out a Check to Bradford Christian Academy and Attach to Waiver to Submit*

- Outdoor Club Fee (all events included): \$225
- Customized Experience (selected activities): \$\_\_\_\_\_

Fees go directly to equipment, transportation, coaches and event cost. Checks can be made out to Bradford Christian Academy with “Outdoors Club” in the memo line.