

LORIEN WAIVER OF LIABILITY

This Waiver of Liability, Release, Acknowledgement of Risk, and Indemnification Agreement (“Waiver Agreement”) is intended to be, and is, legally binding. If any aspect of this Waiver Agreement requires clarification, have a Lorien Academy of the Arts employee fully explain it before signing. By completing the “Student Application” you are agreeing to all terms set forth in this Waiver Agreement. You and/or the person on whose behalf you are signing, are waiving the right to bring any type of action, whether in court or otherwise, to recover compensation or obtain any other remedy for any personal injuries, damages to property, any accident or incident of any type, or death, arising out of or related to your use of Lorien Academy of the Arts or Charlotte-Mecklenburg Schools (henceforth referred to jointly as “the Providers”), its facilities, grounds, classes, equipment, whether the use is supervised or unsupervised. While the Providers offer these activities in a controlled environment, there is still an assumed risk of injury to persons using the Providers. In agreeing to this Waiver Agreement, I hereby acknowledge, understand, and agree on my behalf, and on behalf of the person for whom I am signing, that the use of the Providers, its facilities, equipment, classes and/or participating in activities sponsored by the Providers have **inherent risks**. These risks include, but are not limited to, any injury or damage resulting from: Negligence of employees, volunteer assistants, independent contractors of the Providers. Negligent misuse of the facility or equipment of the Providers, falling off or impacting against impact surface, floors, or anything else; rope abrasion, entanglement or other activities occurring on the premises; cuts or abrasions resulting from any cause whatsoever; failure of the equipment, whether inside or outside; personal health problems, whether mental or physical; negligence of other students, visitors, or observers or persons who may be present in or around the area or facility; and/or negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after any injury or damage may occur. This waiver also expressly waives any liability to the Providers or any of its employees for any injuries that may occur while transporting students whether in personal or company owned vehicles.

In consideration of having the Providers allow my child(ren), who is/are under the age of 18, to participate in the activities and programs of the Providers, including but not limited to the Providers and use of the facilities and any other equipment, I hereby for my child’s heirs, executors, administrators, and or assigns, waive and release any and all rights and claims of any nature my child may have against the Providers, its officers, directors, employees, independent contractors, agents, chapters, assignees, licensees, and cooperating entities, their representatives, heirs, executors, administrators, successors, and assigns for and against any and all injuries or damages of any nature my child may suffer while taking part in any activities connected with the Providers. This release and consent shall be binding upon my child’s heirs, executors, administrators, and/or assigns.

Photo/Video Release: In consideration for my child(ren) being permitted to participate in the classes, I hereby grant permission to the Providers and each of its affiliated organizations, their successors, agents, and assigns to utilize my child(ren)’s name, voice, likeness, and artwork (including, but not limited to, photographs and any video/audio recording of my child(ren)’s appearance at the academy) in any and all manner and media, now known or hereafter developed, throughout the universe in perpetuity without limitation and without additional compensation or consideration, notification, or permission, unless prohibited by applicable law. I hereby waive any right that I or my child(ren) may have to inspect or approve any finished product (including, but not limited to, any camp blog, brochures, videos, slide shows, websites, and/or other materials) or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release on behalf of my child(ren) and that my granting this waiver and release and the rights conveyed thereby will not infringe upon the rights of any third party. I hereby assign all rights, title, and interest my child(ren) or I may have in any and all media now known or hereafter developed in which any or all of my child(ren)’s appearance, name, voice, and/or likeness have been captured in connection with the classes to the Providers, along with full rights of assignability.

Medical Treatment: In connection with any injury my child(ren) may sustain or illness or other medical conditions my child(ren) may experience during his/her/their participation in or attendance at the Providers, I authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by the attending medical personnel if I am not able to act on my child(ren)'s behalf. In the event that I cannot be contacted in the event of an emergency, I further hereby grant the Providers permission to administer immediate treatment and/or take my child(ren) to a hospital emergency room via ambulance/emergency vehicle. I further authorize the attending medical personnel to execute on my child(ren)'s behalf any permission forms, consents, or other appropriate documents relating to medical attention. I agree to assume all liability for any expenses incurred in such an emergency (transportation, hospitalization, x-rays, etc.). I also understand and agree that the Providers will notify me if my child(ren) becomes ill during class hours, and I will arrange to have my child(ren) picked up immediately from class. Further, I waive and release the Providers and its owners, officers, directors, employees, agents, volunteers, and independent contractors from any and all liability for personal injuries, illness, loss, or damage to property.

Transportation: Permission is granted to the Providers to transport my child(ren) via motorized vehicle to and from the programming locations, and between our different destinations of the Providers location/facility and any outside facilities used by the Providers. In consideration for my child(ren) being permitted to participate in the program, I, on behalf of my child(ren), assume all of the foregoing risks, including, but not limited to, the risk of any negligence by other participants or by the Providers, and its respective owners, partners, directors, officers, employees, and agents, and the risk of injury caused by the condition of any real or personal property, facilities, or equipment used during the classes, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment, and death), illness, damage, loss, claim, liability, or expense (including reasonable attorneys' and professionals' fees), of any kind or nature, that my child(ren) or I may suffer arising out of or in any way connected with the Providers or my child(ren)'s participation in or attendance at the the Providers. Furthermore, I, on behalf of my child(ren) agree to indemnify and hold harmless the Providers and its owners, partners, directors, officers, employees, and agents from any claim that I might have arising out of my child(ren)'s participation in, transportation by, or involvement with the the Providers.

Printed Name(s) of Minor(s):

Printed Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____

Date: _____