



PARKHURST ACADEMY

Field Trip Permission Form

PARTICIPANT NAME: _____ Date of Birth: _____

I, the above-named participant, enter into this Participant Agreement, Release, Assumption of Risk, and Waiver of Liability (the "Agreement") in favor Parkhurst Academy, Inc. ("PA"), and acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to the PA and their respective successors, predecessors-in-interest, insurers, officers, directors, shareholders, employees, volunteers, and agents.

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above (referred to individually and collectively herein as "Child"), to use the PA facilities located at 3550 Eau Gallie Blvd., Melbourne, FL 32934, and to participate in PA school program, the Unity Day Field Trip, whether at the PA Facilities or at any another location. In consideration for being allowed to use the PA Facilities and participate in PA Programs, including, but not limited to, the Unity Day Field Trip, I represent, acknowledge and agree as follows:

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that the use of the PA Facilities and participating in PA Programs, specifically including the Unity Day Field Trip, which may involve sports activities, hiking, and other activities, are inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for spiritual and recreational purposes and completely voluntary. I acknowledge and agree that, while the activities that take place at the PA Facilities and in PA Programs, including, but not limited to, the Unity Day Field Trip, are monitored generally by employees and volunteers of PA, and it is not feasible for such employees and volunteers to monitor the activities and actions of all participants at all times or all participants simultaneously.

VOLUNTARY ASSUMPTION OF RISK

I acknowledge and agree that I and the Child are using PA Facilities and participating in PA Programs (whether or not at PA Facilities) voluntarily at our own risk. I acknowledge and agree that the actions or activities of other participants or the actions or inactions of PA respective employees and volunteers could cause me or the Child significant bodily injury (as described in this Agreement), and that the PA is not responsible for the actions or activities of participants using PA Facilities, or any other facility or location where PA Programs are held, or the negligence of its employees and volunteers in supervising PA Facilities or their usage, or any other facility or location where PA Programs are held, or their usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:



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- (a) Participants may die or become paralyzed, partially or fully, through their use of PA Facilities and participation in PA Programs including, but not limited to, the Unity Day Field Trip.
- (b) Participants may suffer cuts, scrapes, bumps, bruises, concussions, the transmission of disease strains and allergic reactions through their use of PA Facilities' equipment, equipment used for other PA Programs, or contact with other participants or surfaces they have contacted.
- (c) Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face and other body parts. Participation in some activities may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury I or the Child might sustain as a result of using PA Facilities or any other facility or location where PA Programs are held. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the Child sustains while using PA Facilities or any other facility or location where PA Programs are held, such assistance shall be at my own expense.

RELEASE OF LIABILITY

The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue PA, their respective successors, predecessors-in-interest, insurers, officers, directors, shareholders, employees, volunteers, and agents (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or the Child's access to and/or use of PA Facilities or any other facility or location where PA Programs are held, including but not limited to the Unity Day Field Trip, the Child's and/or my entry into PA Facilities or any other facility or location where PA Programs are held, the condition, maintenance, inspection, supervision, control or security of PA Facilities or any other facility or location where PA Programs are held, the failure to warn of dangerous conditions in connection with PA Facilities or any other facility or location where PA Programs are held, and/or the acts or omissions of PA or any of the other Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies to and includes all activities that I or my Child engage in at any of the PA Facilities or any other facility or location where PA Programs are held, whether inside or outside of any building. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.



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**NOTICE TO THE MINOR CHILD'S
PARENT OR NATURAL GUARDIAN PURSUANT TO
SECTION 744.301, FLORIDA STATUTES:**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF PA AND ALL OTHER RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM PA AND ALL OTHER RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND PA HAS THE RIGHT TO



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REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I have read and understand the preceding paragraph. I have had sufficient opportunity to read this document. I have read and understand and agree to be bound by its terms. I understand that employees and volunteers working at PA Facilities or any other location where PA Programs are held, including but not limited to the Unity Day Field Trip, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between PA and me relating to subject hereof. There are no other agreements, oral, written, or implied, with respect to such matters. I further agree that this Agreement shall be construed in accordance with the laws of the State of Florida. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby. By signing below, I represent and warrant that I am the parent, legal guardian, natural guardian or power-of-attorney of the above listed Child and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from their use of PA Facilities or participating in any PA Program, whether or not held at PA Facilities, including but not limited to the Unity Day Field Trip. I am 18 years of age or older. I am entering this Agreement on behalf of myself, my spouse, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child's use of PA Facilities and any other facility or location where PA Programs are held, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize PA and their respective agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing PA or any PA Program. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/ATTORNEYS' FEES/COSTS

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, without regard to choice of law principles. Any litigation arising out of or related to this Agreement, including, but not limited to, the construction, interpretation and/or enforceability hereof, shall be brought exclusively in a state court of competent jurisdiction in and for Brevard County, Florida or the U.S. District Court for the Middle District of Florida, Orlando Division. **I ACKNOWLEDGE AND AGREE TO WAIVE MY RIGHT TO A JURY TRIAL IN THE EVENT I BRING A CLAIM AGAINST ANY OF PA OR ANY OF THE OTHER RELEASEES. THIS MEANS THAT A JUDGE (NOT A JURY) WILL DECIDE THE OUTCOME OF MY CLAIM(S).** The prevailing party in any such claim shall be entitled to recover its attorneys' fees and costs through trial and any appellate proceeding.



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TERM OF AGREEMENT

I understand that this Agreement extends for two (2) years from the date I sign this Agreement or, in respect of the Child listed above, until such Child reaches the age of majority, whichever occurs first, except for those provisions which are intended to survive termination, and will have full force and legal effect each and every time I or my Child are present at PA Facilities or at any other facility or location where PA Programs are held. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain enforceable.

I HAVE READ THIS PARTICIPANT AGREEMENT, RELEASE, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY, FULLY UNDERSTAND ALL OF ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO ANY RECOVERY OF MONEY FROM PARKHURST ACACEMY, OR ANY OF THE OTHER RELEASEES, AND VOLUNTARILY AGREE TO BE BOUND BY THESE TERMS.

Signed by Participant and, if applicable, Parent(s) or Legal Guardian(s) of Minor Participants listed above:

Signature

Signature

Printed Name

Printed Name

Date

Date