

# World View Studies

## WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

\*\*\* Please read and initial after each paragraph as specified \*\*\*

As (a) parent(s) whose son or daughter is a student with World View Studies, I/We understand that the student will participate in various activities, including dance, academics, field trips, and an overseas trip to Europe (collectively, the “Activities”). I/We also understand and acknowledge that these activities involve some risk of injury. The term World View Studies includes all people associated with World View Studies (like its representatives, employees, agents, successors, and assigns).

In consideration of World View Studies’ continuing to provide these Activities to the student—in addition to paying World View Studies the stated fee associated with the student’s enrollment—I/We agree to each of the following statements and indicate so by initialing each statement and signing below.

1. I/We acknowledge that I/We have been advised that the student obtain a physician’s approval before his or her participation in any physical activities with World View Studies. I/We also acknowledge that World View Studies recommends that the student has, at least, a yearly physical examination and consults with his or her personal physician regarding any physical activity. I/We acknowledge that the student has either had a physical examination and has been given his or her physician’s approval to participate, or that I/We have allowed the student to participate without the approval of a physician and do hereby assume all responsibility for my actions arising from any participation in the Activities.

Initial here: \_\_\_\_\_ and \_\_\_\_\_

Any pre-existing injuries? YES NO

If YES, please explain:

2. I/We understand that participation in physical activities, including the Activities, carries with it inherent risks that cannot be eliminated regardless of the

care taken to avoid injuries. These risks include, but are not limited to, 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, broken or fractured bones, heart attacks, or concussions; 3) catastrophic injuries including paralysis or death; 4) psychological injuries; or 4) economic losses due to medical expenses, incapacity, and other possible consequences of injury. I/We hereby declare that the student's participation is voluntary and that he or she (and I) knowingly, willingly, and intentionally assume all such risks during and Activities whether because of an accident, or negligence on behalf of World View Studies or otherwise.

Initial here: \_\_\_\_\_ and \_\_\_\_\_

3. I/We have been strongly advised that I/We should have sufficient insurance coverage.

Initial here: \_\_\_\_\_ and \_\_\_\_\_

4. I/We hereby, on behalf of myself/ourselves and my/our heirs and assigns, release, and discharge World View Studies (including all its representatives, employees, agents, successors, and assigns) from every claim, injury, or loss of whatever kind (specifically including negligence) arising from or connected with the Activities.

Initial here: \_\_\_\_\_ and \_\_\_\_\_

**5. I/We agree to indemnify, defend, and hold harmless World View Studies (including all its representatives, employees, agents, successors, and assigns) from every claim, injury, or loss (including reasonable attorney's fees) of whatever kind (specifically including negligence) incurred by the student through, from, or in connection with the Activities, and to reimburse World View Studies for any such expenses incurred.**

Initial here: \_\_\_\_\_ and \_\_\_\_\_

6. I/We agree that this agreement applies to all Activities with World View Studies.

Initial here: \_\_\_\_\_ and \_\_\_\_\_

7. This document is intended to be as broad and inclusive as permitted by law, and to serve as a complete and unconditional release of World View Studies from all liability whatsoever. If a court holds any provision invalid, the parties agree that the rest will continue in full legal force and effect. This document embodies the entire agreement with respect to these matters and supersedes any previous or contemporaneous negotiations or agreements.

Initial here: \_\_\_\_\_ and \_\_\_\_\_

8. This agreement has been entered into in the State of Texas, and the validity, interpretation, and legal effect of this agreement shall be governed by the laws of the State of Texas applicable to contracts entered and performed entirely within the State of Texas (without giving effect to any conflict-of-law principles under Texas law). The Texas courts (state and federal) shall have sole jurisdiction of any controversies regarding this agreement; any action or other proceeding which involves such a controversy shall be brought in those courts in Dallas County and not elsewhere. The parties waive all objections to venue in those courts and hereby submit to the exclusive jurisdiction of those courts.

Initial here: \_\_\_\_\_ and \_\_\_\_\_

**9. I/We have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I/We am/are giving up substantial rights, including my/our right to sue World View Studies (or its representatives, employees, agents, successors, or assigns). I/We acknowledge that I/We am/are signing this agreement freely and voluntarily and that I/We have been advised to contact an attorney before executing it.**

Initial here: \_\_\_\_\_ and \_\_\_\_\_

Parent Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Student Name(s): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_