

**WATER ACTIVITIES RELEASE: PARTICIPANT AGREEMENT, RELEASE,
AND ASSUMPTION OF RISK (THE AGREEMENT)**

In consideration for participation in the water activities at _____ (location(s)), and engaging the services of the pool, man-made or natural water source, including its owners, workers, lifeguards, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons, or entities acting in any capacity on their behalf (herein after collectively referred to as water activity), on behalf of myself, my spouse, my child(ren), my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

INITIAL SPACES BELOW:

_____ I acknowledge that my or my child(ren)'s participation in water activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to, broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself and my child(ren), or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree to accept and assume all of the risks existing in this activity. My and/or my child(ren)'s participation in this activity is purely voluntary and I elect to participate, or allow my child(ren) to participate in spite of the risks.

_____ If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my person insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expenses. I UNDERSTAND AND AGREE THAT PASSAIC BOARD OF EDUCATION WILL NOT PAY FOR ANY COST OR EXPENSE INCURRED BY ME IF I AND/OR MY CHILD(REN) ARE INJURED. In consideration of the Passaic Board of Education allowing my participation in water activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release, discharge and indemnify Passaic Board of Education from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Passaic Board of Education's negligence: and I, for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that I shall not bring any claims, demands, legal actions and causes of action, against the Passaic Board of Education for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me, and/or my minor child(ren) that are in any way associated with the water activities. Should the Passaic Board of Education or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

_____ I acknowledge all references to the Passaic Board of Education in this Water Activities Release apply as well to: all past, present and future parent, subsidiary, affiliated and related organizations of the Passaic Board of Education; any past or present officers, directors, trustees, shareholders, attorneys, insurers, any agents, representatives, employees of the Passaic Board of Education and/or its parent, subsidiary, affiliated and related organizations and any and all respective predecessors, successors and assigns of the Passaic Board of Education and any and all benefit plans of the Passaic Board of Education, including but not limited to any benefit plans providing for disability benefits of any type (as well as the past or present officers, directors, shareholders, agents, representatives and employees of each such entity). These parties may also be referred to as "Released Parties" in this document.

_____ I certify that I and/or my child(ren) are physically able to participate in all activities at the location without aid or assistance. I further certify that I am willing to assume the rules governing my and/or my child(ren) listed in this waiver. (I understand that the Passaic Board of Education's rules have been implemented for the safety of all guests at the

FIELD TRIPS (exhibit f continued)

location, including myself and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the location.) I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) hereby waive any right I and/or my children may have to a trial.

_____ In addition to all stated above, I agree that **any lawsuit or arbitration brought against the Passaic Board of Education will be venued in New Jersey and subject to New Jersey law**, within one (1) year of the date of this agreement.

_____ I further agree that I and/or my child(ren) will respect the premises and property of the water activity and am assuming responsibility for damage to the venue by any sharp object I or my child(ren) brings into the venue or use in the venue, including but not limited to, keys or jewelry with sharp edges, or other expenses that could exceed \$1,000.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my and/or my child(ren)'s participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Passaic Board of Education on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this agreement and I voluntarily agree to be bound by its terms, without change, for this visit and all future visits.

I further certify that I am the parent or legal guardian of the child(ren) listed below on this agreement or that I have been granted power of attorney to sign this agreement on behalf of the parent or legal guardian of the child(ren) listed below.

PRINT NAME of Parent/Guardian or Participant who is 18 years or older _____
Date

Signature of Parent/Guardian or Participant who is 18 years or older _____
Birthdate

PRINT STREET ADDRESS _____
CITY, STATE _____
ZIPCODE

Phone Number #1 of Parent/Guardian _____
Phone Number #2 of Parent/Guardian

Emergency Contact Name and Relationship _____
Phone Number of Emergency Contact

****List the names and birthdays of ALL CHILDREN 17 and under PARTICIPATING IN THIS WATER ACTIVITY:**

- | | | | |
|----------|---------------------|----------|---------------------|
| 1. _____ | D.O.B. _____ | 5. _____ | D.O.B. _____ |
| 2. _____ | D.O.B. _____ | 6. _____ | D.O.B. _____ |
| 3. _____ | D.O.B. _____ | 7. _____ | D.O.B. _____ |
| 4. _____ | D.O.B. _____ | 8. _____ | D.O.B. _____ |