



## SHADY SIDE ACADEMY

### ACKNOWLEDGEMENT, RELEASE AND INDEMNIFICATION AGREEMENT

The parties to this Agreement are the Student's Parents/legal guardians and Shady Side Academy ("SSA")

**Name of Student:**

**Student's Birthdate:**

**Trip Destination:**

**Trip Purpose:**

**Faculty Sponsor:**

**Faculty Cell Phone:**

**Day/Date(s) of Trip:**

**Departure Time and Place:**

**Estimated Time of Return:**

**Method of Transportation:**

**Cost (if any):**

**Special Details:**

#### **Assumption of the Risk:**

Parents understand and agree that participation in this program includes foreign travel and may present significant risk to the Student and the Student's property. Risks can include, but are certainly not limited to: unfamiliar or different terrain, climate, food and drink, customs, laws, social and sexual mores, safety practices, regulations, communications, criminal and law enforcement activities, driving practices, disease risk, health care and political instability.

The Parent or Parent(s) are responsible for researching and evaluating the risks that the Parent's or Parents' child may face and are responsible for the child's actions. Any activities that the Parent(s)/Student may take part in, whether as a component of the program or separate from it, will be considered to have been undertaken with the Parent's or Parents' approval and understanding of any and of all the risk involved.

By signing this document, the Parent or Parents represent and covenant that they are fully aware of the risk involved in the Student's participation in the program and that they freely and voluntarily assume full and total responsibility for any loss, injury or damage which may occur or be sustained to any person or property as a result of the Student's participation in this program, including without limitation, any bodily injury or death to the Student or Parent(s).

As such, the Parent or Parents agree and covenant to indemnify and hold harmless SSA and each of its officers, deans, professors, instructors, employees, caches, agents, servants, volunteers, administrators, representatives, insurers, successors and assigns (collectively, with SSA called the "Indemnitees"), and defend any Indemnitees upon request as to any claims, demands, liabilities, actions at law or inequity (whether stated in contract, negligence, strict liability or other tort), losses, damages (including, without limitation, indirect, incidental, consequential, compensatory and punitive damages) and expenses (including, without limitation, attorneys' fees, cost of investigation and other legal expenses) ("claims and damages") brought against any or incurred by any Indemnitee because of any loss, injury or damage which may occur or be sustained to any person or property because of Student's participation in the above referenced project. Parents, on behalf of themselves and the Student, hereby release Indemnitees from any claims and damages resulting from Student's participation in the above referenced program.

This agreement in no way releases Shady Side Academy from the responsibility of any negligent or unlawful acts of its teachers, instructors, coaches, employees, or agents.

**Permission for Emergency Treatment:**

On rare occasions an emergency requiring hospitalization and/or surgery develops. Since minors may not, as a rule, be administered an anesthetic or be operated on without the written consent of the Parent or Parents, SSA requires that the Parent or Parents acknowledge by their signature on this document, the following statement;

Every effort will be made to contact the Parent or Parents before any major treatment. This permission is to prevent a dangerous delay in case an emergency does occur and we are unable to contact the Parent or Parents.

In the event of injury or illness to the Student, the Parent or Parents hereby authorize the representative abroad of SSA, its agents or representatives of its partner school to secure whatever medical treatment is deemed necessary, including the administration of an anesthetic and surgery.

**Deviations from SSA Coordinated Travel Arrangements:**

SSA has coordinated travel arrangements for this program. It is expected that all Students will travel with SSA using the mode of transportation that has been secured and on the arranged dates and times. Should extenuating circumstances require the Student to deviate from these travel arrangements, specific instructions must be described here and approved by the program coordinator:

The Parent or Parents acknowledges that SSA cannot and does not assume any responsibility for the Student's actions or safety once s/he separates from the coordinated travel plan. Additionally, any additional costs related to alternate travel arrangements are the sole responsibility of the Parent or Parents. No portion of the total trip cost will be refunded should the Student not be able to participate in the full program due to electing an alternate travel schedule.

IN WITNESS WHEREOF, and intending to be legally bound hereby, we execute this Acknowledgement and Indemnification this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_ has my/our permission to fully participate in this program.  
(Student's Name)

\_\_\_\_\_  
(Signature of parent/guardian)

\_\_\_\_\_  
(Signature of parent/guardian)

**Please keep a copy of this completed form for your records.**