



RELEASE OF LIABILITY AGREEMENT

THIS RELEASE OF LIABILITY AGREEMENT (the “Agreement”) INCLUDES A WAIVER AND RELEASE OF LIABILITY AND, BY SIGNING THIS AGREEMENT, I AM AGREEING FOR MYSELF AND FOR EACH MINOR CHILD IDENTIFIED BELOW TO RELEASE OTHERS FROM LIABILITY.

Annapolis Christian Academy (“ACA” or “Academy”) provides opportunities for its students to participate on athletics teams and in athletics events, including but not limited to practices, games, and tournaments (collectively, “Athletics”). A student’s participation is wholly voluntary and subject to the [Annapolis Christian Academy Athletics Handbook]. This Agreement covers and encompasses a student-athlete’s participation on each and every team and in each and every sport the student-athlete participates. Participation includes, but is not limited to, practices, games, tournaments, service projects, overnight stays, and travel to and from the foregoing (“Participation”).

Participation in Athletics is a privilege, and this Agreement, signed by the parent or legal guardian of the below-identified student-athlete(s) and by the adult student-athlete if said student-athlete has reached the age of majority, is a condition to Participation in Athletics. By signing below, the parent or legal guardian, and adult student-athlete if said student-athlete has reached the age of majority, authorizes the student-athlete’s Participation in Athletics and consents and binds the signatory(ies) to the terms and conditions of this Agreement.

Assumption of the Risk

Each signatory below understands and agrees that the student-athlete’s Participation in Athletics is voluntarily entered into by the signatory(ies). Although not to discourage Participation in Athletics, the Academy wishes to make the signatory(ies) aware that Participation may expose the student-athlete to certain risks, including by way of example only, risks arising from slips; trips; physical contact; falls; errors in supervision; defects in facilities, equipment, roadways, or trails; accidents; illness; and serious personal injury or death; all possibly without availability of immediate medical attention. Each signatory below understands that Participation includes certain inherent risks, which are those that cannot be eliminated without destroying the unique characteristics of Athletics. Each signatory below **expressly assumes**, for the signatory and the student-athlete, **all risks** of Participation, whether such Participation is authorized or permitted, or is supervised or unsupervised, and whether those risks are

inherent or otherwise, now known or unknown, or are predictable or unpredictable by the signatory(ies) below or the student-athlete.

RELEASE AND INDEMNIFICATION

The following provision includes release-of-liability and indemnification provisions.

In consideration for the privilege of Participation, each signatory below, individually and for the below-identified student-athlete(s), and for each student-athlete's family and heirs and estate, executors, administrators, assigns, next friends, and personal representatives, hereby **RELEASES** and agrees to **INDEMNIFY AND HOLD HARMLESS** the Academy and any related affiliates and the Academy's board of directors/trustees, administration, faculty, staff, coaches, officers, employees, volunteers, contractors, agents, representatives, successors, and assigns (the "Released Parties") of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities made against or incurred by the Released Parties or any of them with respect to any and all property, damage, economic loss, medical or other expense, disability, personal injury whether physical or mental in nature, and/or death, whether caused by negligence or otherwise, arising from Participation in Athletics, including all claims of each student-athlete and all claims of the signatory(ies) below. This Release and Indemnity is intended to have only the scope and effect permitted by law.

Severability

In the event any provision of this Agreement is determined by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the validity of any other provision, which other provision(s) shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. By signing below, each signatory agrees that this Agreement is intended to be as broad and inclusive as permitted under applicable law.

Choice of Law and Venue

This Agreement is to be construed under the laws of Texas and enforceable in the district courts of Nueces County, Texas.

By my signature below, I acknowledge that I have carefully read this Agreement in its entirety, understand it, and sign it voluntarily on my behalf and on behalf of the student-athlete(s) identified below. I authorize the below-identified student-athlete(s) to Participate in Athletics, such Participation is subject to each provision of this Agreement, including but not limited to the Release and Indemnification provision. I attest that I am over 18 years of age and am not a minor under Texas law (or under my state of residence if not Texas) and am the parent/legal guardian of the student-athlete(s) listed below, with authority under law to enter into and sign this Agreement for myself and the below-listed student athlete(s). If more than one

student-athlete is listed below, this Agreement in its entirety applies to each below-listed student athlete. For any student-athlete above the age of 18, this Agreement must be signed by both the student-athlete and a parent/legal guardian.

Student-Athlete:

Printed Name

Signature of Parent/Legal Guardian

Printed Name

Date

Signature of Adult Student-Athlete

Printed Name

Date

Annapolis Christian Academy,
By its

Virginia Dempsey

Athletic Director

Date

Signature

(Waiver-Liability)