



## *The School for Field Studies (SFS)*

# **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AND AGREEMENT OF RELEASE AND INDEMNITY**

**The success of the program in which you (or your son, daughter or ward) are participating depends to a large extent on good communication among all parties involved, including parents and guardians of students under 18 years of age. It is important to SFS that you understand the nature of its programs and that you be informed regarding certain issues including risks and limitations of liability. Please read carefully this document, the Field Preparation Guide and the Terms and Regulations Form. Your signature below reflects certain understandings and, with respect to adult students and parents and guardians, certain agreements. The parent or guardian makes these agreements for himself or herself individually, and on behalf of the minor student. "I" and other first person references, below, are to the minor and adult student and to the parent or guardian unless indicated otherwise.**

For and in consideration of being allowed to participate in the SFS Program for which I have enrolled, I understand and agree as follows:

I am aware that certain risks and dangers may be encountered during the program in which I (or my child or ward) will be participating, offered by SFS, its agents and associates. Some of those risks are set forth in the Field Preparation Guide and include, but are not limited to, the hazards of traveling through forests, deserts, mountain terrain, and over exposed water; accidents or illnesses in remote areas without medical facilities; the unpredictable forces of nature; exposure to acts of terrorism, civil unrest and/or political activities and legal systems with which I may not be familiar; and travel by air, train, automobile, boat or other means of conveyance, including unfamiliar driving customs and practices. These risks may result in the loss of property, personal injury, including emotional trauma, and in extreme cases even death.

I have read and understood the information in the Field Preparation Guide, including policies relating to alcohol, drugs and other student conduct issues. I have read and understand the information in the Field Preparation Guide, including descriptions therein of activities, hazards and risks. I have read and understand the Terms and Regulations Form presented to me by SFS. I understand that members of the staff of SFS have been available to answer any questions I might have regarding these or any other items which describe the SFS program.

I acknowledge and assume the risks described above and all others associated with the activities in which I, or my child or my ward, will be participating and accept full responsibility for my, or the child's safety, personal property and well-being in encountering such risks.

As an adult student, and as parent or guardian of a minor student, individually and on behalf of that minor student, I agree, to the fullest extent allowed by law as follows:

1) to release SFS, its trustees, agents, representatives, officers, directors, employees, owners, independent contractors and all others associated with it, and the owners of properties on which SFS activities may take place (the Released Parties), from any right, claim or cause of action which I, or the minor student may have for any injury, damage or loss to person or property arising from my (or the minor student's) enrollment or participation in any activity of SFS, including non program time. Such rights, claims or causes of action include those for personal injury, wrongful death, emotional trauma, property damage, products liability (including strict liability), breach of warranty or contract, or any other legal theory, except the gross negligence or intentional wrongs of SFS.

2) to defend, hold harmless and indemnify SFS, and other Released Parties from any claim, and from any liability, loss damages or expenses (including attorneys' fees) resulting from a claim, including one brought by a fellow student, rescuer, a member of my, or the minor student's family, or any other person asserting a loss in any way related to my or the child's participation in the activities of SFS

3) I am aware that The School for Field Studies is a charitable corporation located in Salem, Massachusetts, U.S.A. All matters relating to or arising out of or involving in any way my (or my son's, daughter's or ward's) relationship with SFS shall be governed by the substantive laws of the Commonwealth of Massachusetts, and any mediation or suit shall be filed only in the

Commonwealth of Massachusetts. If a dispute with SFS cannot be amicably resolved, I agree to submit the matter to mediation before a mutually agreeable mediator recognized by Massachusetts courts, in an effort to avoid suit. I agree to pay all costs and attorneys' fees incurred by SFS in defending a claim or suit if the claim or suit is withdrawn or to the extent a court determines that SFS is not responsible for the claim, injury or loss.

If any part of this agreement is found to be invalid, the remainder of the agreement nevertheless shall be of full force and effect.

The terms of this Acknowledgment and Assumption of Risks, and Release and Indemnity Agreement are binding upon me, my heirs, executors, administrators and all members of my family.

X  
STUDENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

X  
PARENT OR GUARDIAN SIGNATURE (IF STUDENT IS UNDER 18) \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME OF STUDENT (AND PARENT OR GUARDIAN IF STUDENT IS UNDER 18) RELATIONSHIP