

FISHER ISLAND DAY SCHOOL

Student Name (Clearly print student’s full FIDS-registered name; no nicknames please.)

Last: _____ **First:** _____ **Grade:** _____

Event: Fisher Island Day School Athletics

**ATHLETIC PARTICIPATION FORM
WAIVER AND RELEASE**

IN CONSIDERATION OF (print name of student on this line) _____
(the “Participant”) being allowed to participate in the activity and/or event described on Schedule 1 (which is incorporated by reference herein) (the “Event”) and understanding and acknowledging that Fisher Island Day School, Inc. (the “School”) is a nonprofit, educational corporation, we, the parent(s) and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind ourselves, our child and our respective spouses, ex-spouses, other family members, guardians, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing, collectively the “Releasers”), do hereby waive, release and discharge, and covenant not to sue the School and all of their respective officers, directors, trustees, shareholders, members, managers, partners, employees, members, staff, volunteers, and supervisors and their successors and assigns (collectively, the “Releasees”) from any and all liability and/or claims for illness, personal or bodily injuries, disability, death, and/or damages that may arise directly or indirectly as a result of Participant’s participation in the Event, including, without limitation, any rights, claims, causes of action, suits, liabilities, simple negligence, property damage, loss of consortium, costs and expenses whatsoever, whether arising at law or in equity, reasonably related to the Event, including transportation to and from the event, and whether caused by the sole or joint simple negligence or tortious act or omission of the Releasees’ or any of them (collectively, the “Claims”). Notwithstanding any provision herein to the contrary, the gross negligence and/or willful misconduct of the Releasees is expressly excluded from the scope and application of this **Waiver and Release**. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of this Waiver and Release.

IN THE EVENT THAT THIS WAIVER AND RELEASE IS FOUND TO BE INVALID, UNENFORCEABLE, OR VOID, IN WHOLE OR IN PART, FOR ANY REASON, THEN THE RELEASORS ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE RELEASEES’ AGGREGATE LIABILITY TO RELEASORS EXCEED ANY APPLICABLE LIMITS OF ANY INSURANCE COVERAGE MAINTAINED BY ANY OF THE RELEASEES, PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT. IN NO EVENT SHALL RELEASEES, OR ANY OF THEM, BE LIABLE TO ANY OF RELEASORS FOR PUNITIVE DAMAGES OR LOST EARNINGS, LOST REVENUES, OR LOSS OF CONSORTIUM OR COMPANIONSHIP.

Notwithstanding any provision herein to the contrary, this Waiver and Release does not release, is not intended to release, and does not in any way apply or relate to the release and/or discharge of any claims Releasers may have against any person and/or party other than Releasees.

The Releasers are aware of, and understand fully, the potential risks involved in connection with the Event and that serious injury and death may occur. Releasers assume and accept such risks which may flow from simple negligence or tortious acts or omissions. They specifically do not assume or accept any such risks attributable to the gross negligence or willful misconduct of the Releasees.

INITIALS: _____

FISHER ISLAND DAY SCHOOL

By their execution below, understanding that the Releasees are relying on this Waiver and Release in allowing Participant to participate in the Event, the Releasers hereby represent and warrant to the Releasees, that to the best of Releasers' knowledge, information, and belief: (i) Participant's custodial parents and/or legal guardian(s), as applicable, have signed this Release and Waiver; and (ii) Participant has no medical condition (physical or mental) which could impact on the ability of the Releasees to allow Participant to participate in the Event and that the Participant is physically able to participate in the Event except as otherwise set forth on Schedule 1 hereto; and (iii) the Participant has provided to the School all information regarding any herbal or medical supplement or prescription that may impact Participant's participation in the Event on Schedule 1 hereto.

Furthermore, the Releasers acknowledge that the Releasers have received the opportunity (and have been strongly encouraged) to review this Release and Waiver, that the Releasers have carefully read and fully understand the contents of this Release and Waiver and have asked and received answers to all questionshe/she/they may have, and that the Releasers have duly executed this Release and Waiver freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this General Release and Waiver this _____ day of _____ (year).

Parent(s) and/or Legal Guardian(s)
(MUST be signed by custodial parents and/or All Legal Guardians)

By: _____
Signature

By: _____
Signature

Print Name: _____

Print Name: _____

Participant's Name: _____

Participant's Address/Emergency Phone No.

INITIALS: _____

FISHER ISLAND DAY SCHOOL

SCHEDULE 1 EVENT

I/we hereby give consent for my child to participate in the following sports that I have not marked out. Participation includes, without limitation, practices, games (both at FIDS and at other sites), and transportation to and from practice and game sites, awards ceremonies, trips, and related activities. I understand that participation may necessitate an early dismissal from classes.

- Basketball
- Cheerleading
- Cross Country
- Golf
- Sailing
- Lacrosse
- Soccer
- Tennis
- Track & Field
- Volleyball

MEDICAL CONDITION/MEDICATION

Student's Name: _____

1. Please describe any pertinent medical condition or other similar facts that could have an impact on Participant's ability to engage in the Event:

2. Please list any herbal or medical supplements or prescription(s) which could have an impact on Participant's ability to engage in the Event:

Information on this Schedule will be treated as confidential and will not be publicly disclosed except for purposes of providing emergency medical treatment, if required by Participant.

This completed and signed document is to be placed in the named student's cumulative file.

INITIALS: _____