



## WAIVER AND HOLD HARMLESS FORM

1. In consideration for receiving permission for me to participate in activities taking place in the swimming pool, rappel tower, obstacle course, and facilities located on the grounds of Missouri Military Academy, Mexico, Missouri 65265, I hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS for any and all purposes Missouri Military Academy or the MMA Board of Trustees, their officers, agents, or employees (each considered one of the "Releasees" herein) from any and all liabilities, claims, demands or injury, including death, that may be sustained by me while participating in such activity, or while on the premises owned or leased by the RELEASEES, including injuries sustained as a result of the negligence of the releasees. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.
2. I am fully aware that there are inherent risks involved with my being on site and using equipment, including but not limited to the following:
  - A. Paralysis, injury or death while traveling to and from the activity site.
  - B. Use of pool, facilities and equipment involves risks of serious injury, including permanent disability and death.
  - C. Equipment may fail, malfunction or be used incorrectly.
  - D. Slipping, tripping, and falling at the site.
  - E. Personal injury including but not limited to: blisters, sprains, strains, dislocations, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; head, neck, and/or spinal injuries; medical illnesses; allergic reaction, shock, paralysis or death and serious injury or impairment to other aspects of my body and general health and well-being.
  - F. NO LIFEGUARD ON DUTY DURING THE TIMES USERS WHILE ALLOWED ACCESS TO SWIMMING POOL AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.
3. I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me or my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of use of the Missouri Military Academy Weight Room, including injuries sustained as a result of the negligence of Releasees. I or anyone on my behalf further agrees to indemnify and hold harmless the Releasees for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participating in said activity.
4. I understand that that RELEASEES do not maintain any insurance policy covering any circumstances arising from my participation in this activity or any event related to that participation.
5. In signing this Covenant Not To Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

I am under the age of 18 and have parental/guardian consent attached to this waiver.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

MISSOURI MILITARY ACADEMY



**PARENTAL CONSENT (Required for participants under the age of 18)**

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

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Printed Name of Parent/Guardian

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Date of Birth

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Signature of Parent/Guardian

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Emergency Phone #(s)