ACADEMY OF THE HOLY NAMES
ATHLETIC TRAVEL WAIVER AND LIABILITY RELEASE FORM

I acknowledge that my child _____ (the "**Student**"), a student of the Academy of Holy Names of Florida, Inc. (the "**Academy**") has joined or is to participate in certain athletic activities. As part of the Student's participation, he/she may be required to travel to certain locations in order to participate in some of the games, practices or other events scheduled at opposing teams' facilities or any other locations or facilities away from the Academy's facilities, and also includes traveling from the Academy to the location of the event and traveling from the location of the event to the Academy, including waiting for transportation and other activities associated therewith (such travel and athletic activities each an "**Event**").

In consideration for the inclusion of the Student in the participation in the Event and for the Student's participation in any educational, recreational, instructional, or other activities conducted during, or related to, the Event, including the Event, I agree, for the Student and his/her heirs, representatives, successors and assigns (collectively, the "**Student Parties**"), to fully release and hold harmless from any and all liability the Academy, the Sisters of the Holy Names of Jesus and Mary New York Province, Inc., and their respective officers, trustees, boards, administrators, employees, contractors, agents, successors, representatives and insurers (the "**Released Individuals**") for any and all injuries, damages or losses of any kind suffered by the Student Parties in connection with the Student's participation in the Event (whether or not foreseeable) and whether or not caused by or on behalf of the Academy or any Released Individual. On behalf of the Student Parties, I waive all of the Student Parties' rights to pursue relief for injuries, damages, or losses against the Released Individuals in any forum and under any theory, including without limitation theories of contract and tort. Also on behalf of the Student Parties, I unequivocally waive all the Student Parties' claims against the Released Individuals for the Released Individuals' own negligence and release the Released Individuals from any liability related thereto.

The Student Parties understand that participation in activities related to the Event could involve risk of physical injury, illness, death or property loss, and despite safety precautions, neither the Released Individuals nor any of its agents or other representatives can guarantee safety thereof, as all risks cannot be prevented.

Transportation and Scheduling

The Student has permission to be transported to and from the Academy by the transporting vehicle, which may be a bus, multi-passenger van or vehicle (whether or not operated by the Academy). The Student Parties acknowledge that road travel is inherently dangerous, including when done by bus, commercial van or vehicle. For each Event, the transporting vehicle will leave the Academy or other location at a time that is reasonable in the operator's discretion to allow the transporting vehicle to transport the Academy's faculty, staff and/or students (including the Student) to the location of the Event, taking into consideration the expectation of ordinary delays and traffic hazards and the fact that the faculty, staff and/or students (including the Student) may need to arrive to the location prior to the start of the Event or participate in other Event-related activities, however, there is no guarantee of on-time arrival. The Student Parties acknowledge that for certain Events, this may require the transporting vehicle to leave during regular school hours, which will require the Student to be absent from one or more classes, or portions thereof.

The Student Parties affirm that the Academy shall have the right to cancel, delay or reschedule any Event in its sole discretion. The Student Parties release and hold harmless the Released Individuals from all claims of any kind or nature arising out of, or related to, such a cancelation, delay or rescheduling. The Student Parties understand that the Released Individuals are not and cannot be responsible for assuring the safety and reliability of such transportation or driver, nor for any non-Academy activities or travel that the Student might choose to participate in before, during or after the Event, and therefore the Student Parties accept the risks and responsibilities associated with such vehicle travel and activities.

There are several sports and types of Events where practices and/or other events will be conducted off-campus, including some on a regular basis. The Academy may use owned, leased or rented motor vehicles to transport team members in such circumstances (but not all Events will have transportation provided), and,

in some cases, the Student might be obligated to drive herself or to ride with another student, parent, or guardian, and the Academy makes no warranty with respect to such person or vehicle.

Insurance and Care

The Released Individuals do not provide health or accident insurance for the Event or the participants (including the Student), and the Student Parties understand that any medical expenses, property loss, or other personal expenditures that result from the Event (whether during or after), are to be borne by the Student, or by her parent or guardian. The Student Parties hereby consent to and authorize the Released Individuals to secure any emergency medical treatment in the event the Student's parent or guardian is unable to and the Student Parties agree to be responsible for the costs thereof. The Student Parties acknowledge that activities with respect to the Event may be provided by third parties and that the Academy is not responsible for the acts or omissions of such third parties.

If the Student drives his/her own vehicle, or is a passenger in another's vehicle in connection with the Event, auto insurance of the Released Individuals does not cover such a private vehicle.

Miscellaneous

This Form, including the releases herein, is effective as of the date written below, is to be construed according to the laws of Florida, and supersedes all previous express or implied agreements regarding identical or similar subject matter. This Form, including the releases herein, is intended to apply to the Student's inclusion in the Event (whether or not completed as set forth herein) both now and in the future, and may only be modified in a writing signed by both a representative of the Student Parties and an authorized representative of the Academy.

On behalf of the Student Parties, I have executed this Form, including the releases herein, freely and voluntarily and without duress or coercion of any kind. I further represent that I have been given adequate time to review this Form and I completely understand the language used in it, as well as the rights the Student Parties have waived and released by my signature. On behalf of the Student Parties, I agree that if any portion of this Form or any release herein is found invalid or overbroad by a court of competent jurisdiction, the remaining portions shall continue in full effect, or the Form or release will be modified to the minimum extent required to ensure validity, as applicable.

[Signature Page Follows]

With full knowledge and acceptance of the risks associated with the Event and any all related activities, and with full understanding of the issues, conditions and risks, on behalf of the Student Parties, I hereby agree to the provisions set forth in this Form and release, indemnify and hold harmless the Released Individuals from all form and manner of liability and risks inherent in, and associated with, and from all claims, suits and demands of any nature arising from participation in the Event and activities as set forth in this Form (including any such liability or claims arising from the negligence of the Released Individuals).

Date _____

Student's Name _____ Grade _____

Signature of Student if over 18 years old _____

Parent's or Guardian's Name _____

Parent's or Guardian's Signature _____