

ST. JOSEPH'S PREPARATORY SCHOOL
Participation, Release and Waiver Agreement

For Minor(s): _____
[print name]

[print name]

[print name]

IN CONSIDERATION for being permitted to participate in, or granted use of, ST. JOSEPH'S PREPARATORY SCHOOL'S ("SJP") facilities, services, and programs, and/or for my minors listed above to so participate or use, the undersigned, on behalf of himself or herself, on behalf of such participating minors, and on behalf of our current or future personal representatives, heirs, and assigns (hereinafter, collectively, "the UNDERSIGNED"), and intending to be legally bound, does hereby acknowledge and agree as follows:

1. "Participation" is to be construed broadly and includes, but is not limited to, the observation of, or participation in, any SJP program, service, or activity (academic, athletic, social, service, or otherwise), whether on-campus or off-campus. It likewise includes the use of, or attendance at, any SJP facility, the Robert M. Gillin, Jr. Boathouse, or other venue utilized by or affiliated with SJP in any manner.
2. Novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including in Pennsylvania and New Jersey. SJP has taken certain steps to implement applicable, recommended federal and state guidance and protocol for slowing the transmission of COVID-19, including, without limitation, the implementation of its COVID-19 Stay Safe Plan for the resumption of in-person training.
3. The UNDERSIGNED has received and reviewed SJP's COVID-19 Stay Safe Plan (the "Plan") and agrees that SJP may revise the Plan at any time based on updated recommended federal and state guidance and protocols. Participation in any SJP program, service, or activity is entirely voluntary, and the UNDERSIGNED expressly agrees to comply with Plan, and any updates or modifications to the Plan, during any period of participation in or use of SJP facilities, services, and/or programs (other than any exclusively online services and programs).

4. **Assumption of Risk**

The UNDERSIGNED has inspected and carefully considered the premises, facilities and equipment designated for use in the subject SJP program(s), service(s), or activity(ies) and finds and accepts them as being safe and reasonably suited for the use or participation by the UNDERSIGNED and/or such participating minors. The UNDERSIGNED further acknowledges and agrees that participation in and use of the premises, facilities and equipment designated for use in the subject SJP program(s), service(s), or activity(ies), may not always allow for social distancing of 6 feet. The UNDERSIGNED fully understands, appreciates, and accepts that, despite SJP's reasonable efforts to mitigate COVID-19 related exposures, the risk of exposure to COVID-19 cannot be eliminated, and could result in quarantine requirements, serious illness, disability, and/or death.

The UNDERSIGNED acknowledges that participation in SJP programs, services, or activities and/or use of SJP premises, facilities and equipment involves an inherent risk of personal injury and/or illness to the participant. The UNDERSIGNED voluntarily agrees to assume all risks of personal injury and/or illness, including quarantine requirements, serious illness, disability, and/or death.

The UNDERSIGNED acknowledges that participation in athletic endeavors, in particular, involves an inherent risk of bodily injury, including, in some instances, disability and/or death. The UNDERSIGNED voluntarily agrees to assume all such risks.

5. **Waiver of Liability and Indemnification**

The UNDERSIGNED, on his or her behalf and on behalf of such participating minors, hereby WAIVES, RELEASES, DISCHARGES, HOLDS HARMLESS, and INDEMNIFIES SJP, together with its directors, officers, employees, volunteers and agents (collectively, "SJP Releasees"), from any and all liability for personal injury and/or illness (including quarantine requirements, serious illness, disability, and/or death) impacting the UNDERSIGNED and/or his/her participating minors, arising out of or relating to (i) participation in any SJP program, service, or activity, or (ii) use of SJP premises, facilities or equipment, even if such personal injury and/or illness occurs as a result of the negligence, active or passive, gross or ordinary, of SJP or any of the SJP Releasees.

6. The UNDERSIGNED acknowledges and agrees that this Participation, Release and Waiver Agreement is a voluntary, arms' length agreement involving purely private interests, and not any matters of interest to the public or any governmental entity.

7. THE UNDERSIGNED expressly agrees that this Participation, Release and Waiver Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania, and is intended to be interpreted as broadly as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THE TERMS OF THIS PARTICIPATION, RELEASE AND WAIVER AGREEMENT. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THE TERMS OF THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO RECOVER DAMAGES FROM SJP IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT THE FACILITIES OR AS A RESULT OF PARTICIPATION IN ANY SJP PROGRAM, SERVICE, OR ACTIVITY, AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signature of Parent/Guardian

Printed Name: _____