

The Prometheus Academy, LLC

STUDENT and ADULT EDUCATION ACTIVITY ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY for 2017-2018 Semesters

For services of The Prometheus Academy, LLC, including related travel, the undersigned agrees to:

- RISK FACTORS:** The undersigned understands and acknowledges that the use of equipment, facilities and services provided by The Prometheus Academy, LLC involves risks such as, but not limited to, the following which might result from the activity itself, from the acts of others, or from the unavailability of emergency or emergency medical care. **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH.**
- ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in section 1 above.
- ACKNOWLEDGMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities and understands that the safe and proper participation in the activity is dependent upon carefully following such policies and procedures.
- PREREQUISITE PHYSICAL CONDITION.** The undersigned acknowledges that he or she has the requisite physical abilities necessary to participate in the activity itself. The undersigned agrees that if he or she has any questions about the activities then they shall direct such questions to The Prometheus Academy staff on site.
- RELEASE.** The undersigned **RELEASES** the staff of The Prometheus Academy, LLC and any agents of each and agrees **NOT TO SUE** them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.
- WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
- INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** The Prometheus Academy and any agents of each of each against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee or the undersigned.
- REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives. The undersigned/guardian is over the age of 18, has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily.
- EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
- INSURANCE.** The undersigned understands that The Prometheus Academy, LLC does not carry participant insurance. The undersigned is encouraged to have a physical examination and purchase health insurance prior to any participation.

Print Name: _____

Signature: _____ Date: _____

Guardian Signature (under 18): _____ Date: _____

Staff Initials: _____