AHS Youth Retreat 2027

General Waiver & Release of Liability

Event: AHS Youth Retreat 2027

Organizer: American Heritage School and AHS Worldwide

PARTIES MUST SIGN THIS WAIVER TO PARTICIPATE IN ANY OF OUR ACTIVITIES. READ CAREFULLY BEFORE SIGNING.

Acknowledgment and Assumption of Risk

I am fully aware of the inherent dangers and risks, to my person and property, associated with the following activities in which I and/or my minor child are to participate: swimming, hiking, canoeing, kayaking, dancing, playing sports, participating in water activities, being near an open fire, and any other activities for this event, either on or off the American Heritage School campus.

I understand that the above activities involve certain risks of potential injury and that any personal protective equipment provided may be inadequate to prevent serious injuries. I also understand that there are potential risks and dangers of which I may not currently be aware.

Nevertheless, **I voluntarily elect to participate and/or authorize my minor child to participate in the above activities with full knowledge and awareness of the dangers and risks involved. I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.**

I understand that American Heritage School and AHS Worldwide do not provide insurance to participants of the said activities and that anyone who wishes to be covered should provide their own insurance.

American Heritage School and AHS Worldwide hereby waive any responsibility and liability for damages and injuries resulting from these activities, to the extent permitted by applicable law.

Waiver of Liability and Indemnification

In consideration of being allowed to participate in the above-mentioned activities, I, the undersigned, on behalf of myself and my personal representatives, heirs, next of kin, successors, and assigns, hereby forever:

1. Waive, release, and discharge American Heritage School and AHS Worldwide, their employees, agents, officers, and contractors, the providers of any equipment used in the Activity, landowners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (herein, the "Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS** that arise in any way from any injury, death, loss, or harm that occurs to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity.

This **RELEASE** includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities.

This **RELEASE** does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that applicable law does not permit to be excluded by agreement.

I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss, or harm that occur during the Activity or are related in any way to the Activity, to the extent permitted by applicable law.

2. Defend, indemnify, and hold harmless American Heritage School and AHS Worldwide, their employees, agents, officers, and contractors, the providers of any equipment used in the Activity, landowners, municipal or governmental providers of use permits, and their respective employees, officers, and directors against any and all claims, including claims for their own negligence.

I also promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties against any and all claims for my own negligence and any other claim arising from my conduct during the Activity.

In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees, that they incur because of any such claims made against them.

I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator, or guardian will be obligated to respect and enforce them.

Compliance with Activity Instructions, Rules, and Regulations

I agree to abide by the Activity's rules and regulations, including the AHS Honor Code, as well as any and all instructions provided by American Heritage School and AHS Worldwide, their staff, employees, and officers while participating in the above-mentioned activities.

Medical Release

I authorize AHS Youth Retreat leaders and staff to seek and arrange appropriate medical treatment for my son(s) and/or daughter(s) in the event of injury, serious illness, or a medical emergency during the retreat, including emergency medical services when necessary.

I confirm that I have disclosed to the retreat organizers any known allergies, serious medical conditions, medications, or other health concerns that could affect my child's participation or require special attention.

My son(s) and/or daughter(s) have my permission to participate in all retreat activities, subject to any medical limitations or restrictions I have disclosed.

Independent Contractors

I acknowledge that American Heritage School and AHS Worldwide have no control over and assume no responsibility for the actions of any independent contractors while providing any services or acting as officers for the Activity.

Use of Image and Likeness

I understand that I and/or my children may be photographed and filmed during the Activity.

To the fullest extent allowed by law, I waive all rights of publicity, privacy, or pre-approval that I have for any such likeness of me and/or my children or use of our names in connection with such likeness, and I grant to American Heritage School and AHS Worldwide, and their assigns, permission to copyright, use, and publish (including by electronic means) such likeness, whether in whole or part, in any form, without restrictions, and for any purpose.

Severability

I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, the remainder shall continue in full force and effect.

I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

Governing Law

This agreement is governed by and shall be construed in accordance with the laws of the State of Utah.

Acknowledgment and Agreement

I HAVE FULLY READ AND UNDERSTOOD THE CONTENTS OF THIS AGREEMENT BEFORE SIGNING IT AND ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I ALSO UNDERSTAND THAT THIS CONTRACT AFFECTS MY LEGAL RIGHTS, AND I HEREBY SIGN IT OF MY OWN FREE WILL.

Parent or Legal Guardian Agreement for Minor Participants

IF THE PARTICIPANT IS A MINOR, THE PARENT OR LEGAL GUARDIAN MUST ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

In consideration of the minor child or children being permitted to participate in the Activity, I accept and agree to the full contents of this agreement.

I certify that I have the legal authority to sign on behalf of the minor child or children and to make decisions for them regarding this Activity.

I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY, AND DEFEND** American Heritage School and AHS Worldwide from all liabilities and claims that arise in any way from any injury, death, loss, or harm that occurs to the minor child or children during the Activity or in any way related to the Activity.

This includes any claim of the minor and any claim arising from the negligence of the Released Parties, to the extent permitted by applicable law.

I understand that nothing in this agreement is intended to release claims for gross negligence, intentional or reckless misconduct, or any other liabilities that applicable law does not permit to be excluded by agreement.

Required Electronic Acknowledgment

[ ] I confirm that I have read, understand, and agree to the AHS Youth Retreat 2027 General Waiver & Release of Liability on behalf of myself and my participating minor child. I understand that checking this box constitutes my electronic signature and agreement to its terms.