

WAIVER OF CLAIMS, COVENANT NOT TO SUE, AND INDEMNIFICATION

The undersigned for himself/herself and for his/her child, _____ (collectively, the "**Participant**") in consideration of the right of our child to participate as a member of _____ (the "**Program**"), acknowledging the receipt and sufficiency of the consideration and intending to be bound, acknowledges, covenants, and agrees as follows:

1. Waiver of Claims. Participant hereby expressly waives and renounces any claims against **Phillips Exeter Academy** (the "**Academy**") its trustees, officers, employees, and agents, for any and all damages, actions, causes of action, liabilities, claims and demands whatsoever, including without limitation, any claims or damages resulting from injury to property or person, including death, which Participant may ever have, arising out of Participant's participation in the Program or use of the hockey rink or other facilities.
2. Covenant Not to Sue. Participant agrees that it shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against the Academy arising out of Participant's participation in the Program or use of the hockey rink or Academy's other facilities.
3. Indemnification. Participant hereby agrees to indemnify, defend (with counsel reasonably acceptable to the Academy), and hold harmless the Academy from and against any and all claims, losses, damages, liabilities, and expenses (including settlement costs and any reasonable legal or other expenses for investigating or defending any actions or threatened actions) the Academy may incur in connection with any action, claim or dispute arising out of Participant's participation in the Program.
4. Acknowledgement. Participation in the Program includes the use of the hockey rink at Phillips Exeter Academy. Because certain activities in connection with the Program, including skating, playing hockey, and other team activities, are inherently dangerous and involve the risk of serious injury or death or property damage, the Participant expressly agrees that the foregoing waiver of claims, covenant not to sue, and indemnification (collectively, this "**Waiver**") is intended to be as broad and inclusive as is permitted by the laws of the state of New Hampshire, and that if any portion hereof is deemed invalid or enforceable by a Court of competent jurisdiction, the invalid or unenforceable portion of this Waiver shall be deleted or deemed modified to the extent necessary to be deemed valid or enforceable and the balance of the Waiver shall continue in full force and effect.
5. Miscellaneous. This Agreement: (a) shall bind and inure to the benefit of the Participant and his/her heirs, executors, administrators, legal representatives, successors and assigns; (b) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; and (c) may not be amended or modified, nor any provision hereof waived, except in a writing signed by all of the parties hereto; and (d) shall be governed in accordance with the internal laws of the State of New Hampshire.

WITNESS

PARTICIPANT

Name: _____
Date: _____

Name: _____
Date: _____