

PARTICIPATION WAIVER AND RELEASE

In CONSIDERATION of (print name of student or adult participant on this line)
_____ (the "Participant") being allowed to participate in the
_____ activity or event, described on Schedule 1 (which is incorporated by
this reference) (the "Event"), and understanding and acknowledging that Pine Crest Preparatory
School, Inc. (the "School") is a non-profit educational institution, we, the Participant and the parent(s)
and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind
ourselves, the Participant, and all of our respective guardians, heirs, executors, personal and legal
representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing,
collectively the "Releasers"), do hereby waive, release and discharge, and promise not to sue, the
School, and its officers, directors, trustees, shareholders, owners, managers, partners, employees,
staff, volunteers, and supervisors and their successors and assigns (collectively the "Released
Parties") from any and all liability and/or claims, suits, damages, injury, disability, death, costs and
expenses, whether arising before, during or after the Event, whether described in Schedule 1 or not,
and whether caused by the sole or joint negligence, gross negligence, or tortious act or omission of
the Released Parties, or any of them, or any third party (collectively the "Claims"). This Waiver and
Release does not apply to the willful misconduct of the Released Parties. The Releasers hereby
knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law,
rule, or common law which may limit the scope of this Waiver and Release.

If any part of this Waiver and Release, or if the whole Waiver and Release is found to be
invalid, unenforceable, or void, for any reason, then the Releasers acknowledge and agree that the
Released Parties' entire liability to the Releasers or any other person shall never, under any
circumstances, be more than any applicable insurance limits, even if one or more of the Released
Parties was negligent or grossly negligent. In addition, the Releasers acknowledge that none of the
Released Parties shall ever be liable to any person for special, incidental, consequential, or punitive
damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings,
lost revenues or loss of consortium, or companionship (even if the Released Parties have been
advised of the possibility of such damages) whether based upon statute, contract, tort, negligence,
strict liability, or otherwise.

This Waiver and Release does not release, is not intended to release, and does not in any way
apply or relate to the release and/or discharge of any claims Releasers may have against any person
and/or party other than the Released Parties.

By signing this Waiver and Release, we acknowledge and agree that: (1) we have read and
understand Schedule 1; (2) we are aware of and understand fully the risk to the Participant personally
and to the Participant's property, which may result in Participant's serious or permanent bodily injury
or death, and we understand that the risk to the Participant can be a consequence not only of the
Participant's acts or omissions, but also of the actions or negligence of the School (including staff,
employees, volunteers, agents, representatives or any other of the Released Parties), other
participating students or adults, independent contractors or third parties, or transportation and
equipment; (3) we are responsible for requesting any additional information we need to determine

whether the Participant will participate in the Event; and (4) the School's staff has been available to answer questions about the nature and demands of the Event.

If the Participant is a minor, we acknowledge that we have read and discussed with each other the Waiver and Release and the Event, including, without limitation, the inherent risks of the Event, and the Participant understands the activities and risks and, with our consent, voluntarily chooses to participate in the Event.

Each of the Releasors assume full, sole, and complete responsibility for ALL RISKS, inherent and otherwise, known and unknown, whether or not described in Schedule 1, including without limitation, risks of, death, personal or bodily injury, disability and/or property damage resulting from, in connection with, or in any way related to, Participant's participation in the Event.

We represent and warrant to the Released Parties, that: (i) all of Participant's living parents and/or legal guardian(s), as applicable, have duly signed the Release and Waiver (unless the School has granted a specific written exception due to unusual circumstances); (ii) Participant has no medical condition (physical or mental) which would or could impact on the Released Parties allowing Participant to participate in the Event and that the Participant is physically able to participate in the Event; and (iii) the Participant is not taking any herbal or medicinal supplement or prescription that could impact on Participant's participation in the Event.

We also understand and acknowledge that Participant understands that Participant must not engage in any inappropriate behaviors, violate safety guidelines, use inappropriate language, violate the School's behavior/social guidelines, or otherwise engage in any behaviors that create even the appearance or impression of impropriety while participating in the Event. No alcohol, drugs, or tobacco are allowed at any time. In addition, if Participant violates any aspect of the guidelines set forth in this paragraph, we understand that the School reserves the right to require that Participant be removed from the activity, requiring that the Parent either pick up or make arrangements for the Participant's return home. No refunds will be provided for any Participant suspended for violation of the terms of this paragraph. Moreover, Participant will be subject to disciplinary action through the School, up to and including expulsion.

We also grant the School the permission to use Participant's name, image, voice, and identity in any program for promotion of the School, including written materials, website materials, video, audio, or other forms, without prior consent or compensation.

The Participant and Releasors also agree to promptly reimburse the School for any amounts that the School is required to expend on Participant's behalf for any medical care, expenses, transportation costs, damages, or loss incurred while Participant participates in the Event.

Furthermore, by signing below we acknowledge that we have received the opportunity (and been strongly encouraged) to review this Waiver and Release with an attorney, that we have carefully read and fully understand the contents of this Waiver and Release, that we are giving up substantive legal rights (both Participant's and our own, as well as the rights of all other Releasors), have asked and received answers to all questions he/she/they may have, and that we have not been induced to

sign this Waiver and Release by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Release and Waiver this ___ day of _____, 201__.

By: _____ By: _____
Parent/Guardian: Signature Parent/Guardian: Print Name

By: _____ By: _____
Parent/Guardian: Signature Parent/Guardian: Print Name

By: _____ By: _____
Participant's Signature (if over 18) Participant's Printed Name