

**DAVINCI ACADEMY RELEASE AND WAIVER OF LIABILITY
2025-2026**

I, _____ (name of parent/guardian or, if student is at least 18 years old, name of student), am the parent/guardian of _____ (name of student), hereinafter referred to as "Child" or "Student," a student at DaVinci Academy (hereinafter "Academy"). I understand that the Academy is providing athletic opportunities to my above-named child. **IN CONSIDERATION FOR THE ACADEMY PERMITTING MY CHILD TO PARTICIPATE IN _____ (name of athletic activity) (hereinafter the "Athletic Activity"), I HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:**

18-YEAR-OLD STUDENTS: By signing this Agreement, a student of at least 18 years of age agrees to be bound by the terms of this Agreement as if he or she were his or her own parent/guardian and acknowledges that the terms "my Child" and "my Student" refer to him or her.

VOLUNTARY PARTICIPATION. I understand that participation in the Athletic Activity is completely voluntary.

INFORMED CONSENT. I have been informed of and I understand the various aspects of participation in the Athletic Activity, including participation in practice and athletic competition. I recognize and understand that any Athletic Activity has inherent risks, including but not limited to the potential loss of or damage to personal property and the risk of physical injury and death. I understand and am aware that during the Athletic Activity certain risks and dangers may arise, including but not limited to, risks associated with participation in athletic activities with others, the forces of nature, travel by automobile, bus, or other means of conveyance, accident, disease, or other medical emergencies.

I also understand that all of the risks described above will exist even with careful planning and adequate supervision. Knowing the inherent risks and dangers involved, I hereby grant permission for my Child / myself (if the student is 18 or older) to participate in the Athletic Activity.

ASSUMPTION OF RISK. I understand and am aware that there are potential dangers incidental to my Child's participation in the Athletic Activity, some of which may be dangerous and which may expose my Child to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of, but not limited to, participation in athletic practices and competition, travel to and from athletic practices and competition, weather conditions, facility conditions, equipment conditions, the risks described above, and other risks that are unknown at this time.

MY CHILD AND I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS OF INJURY, ILLNESS, DEATH, AND PROPERTY DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, THAT MAY RESULT FROM MY CHILD'S PARTICIPATION IN THE ATHLETIC ACTIVITY AND I ASSUME FULL RESPONSIBILITY FOR MY CHILD'S PARTICIPATION IN THE ATHLETIC ACTIVITY.

RELEASE AND WAIVER OF LIABILITY. In consideration for the Academy permitting my Child to participate in the Athletic Activity, on behalf of my Child, my personal representatives, heirs, executors, administrators, agents, and assigns, **I HEREBY VOLUNTARILY FOREVER RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Academy, its trustees, officers, directors, employees, agents, representatives, volunteers, insurers, and attorneys, ("the Released Parties"), jointly and severally, from any and all liability, including any and all claims, demands, injuries, damages, causes of action, suits, or judgments of any and every kind (including attorneys' fees and punitive damages), arising from any injury, property damage or death that I or my Child may suffer as a result of my Child's participation in the Athletic Activity, including but not limited to all claims based on the actions or inactions of any of the Released Parties, the condition(s) of the premises or location(s) where the Athletic Activity takes place, the condition and/or operation of vehicle(s) used to transport my Child to and from the Athletic Activity, and claims arising from any of the above-assumed risks, whether known or unknown, and whether asserted or unasserted, **REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE RELEASED PARTIES, UNLESS THE INJURY,**

DAMAGE, OR DEATH IS CAUSED BY ANY OF THE RELEASED PARTIES' GROSS NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE ACADEMY, THE PREMISES OR LOCATION(S) WHERE THE ATHLETIC ACTIVITY TAKES PLACE, OR ANY OTHER LOCATION IN ANY WAY ASSOCIATED WITH THE ATHLETIC ACTIVITY.

CERTIFICATION OF FITNESS TO PARTICIPATE. I attest that my Child is physically and mentally fit to participate in the Athletic Activity and that my Child does not have any medical record or history that could be aggravated by my Child's participation in the Athletic Activity.

MEDICAL CONSENT. I authorize and give my consent for the Academy and its employees, agents, or volunteers to administer and/or secure medical treatment for my Child in the event of injury, illness or other medical emergency while my Child is participating in the Athletic Activity. I agree to be financially responsible for the full extent of such medical treatment and any related transportation. I acknowledge that I am responsible for ensuring my Child has appropriate insurance coverage.

I further understand and agree that the Released Parties assume no responsibility for any injury or damage which might arise out of or in connection with such authorized medical treatment and understand and agree that the Release of Claims described above releases the Released Parties from any and all such injury or damages.

RULES AND REQUIREMENTS. I understand and agree that my Child will abide by all applicable rules and regulations of the Academy and its employees, representatives, and designees, all instructions of the Academy or its employees, representatives or designees, and the rules and directions of any person contracted by the Academy or any opposing athletic team to provide referee or other services in connection with the Athletic Activity. I understand that noncompliance may result in my Child's ability to participate in the Athletic Activity being suspended or revoked.

CHOICE OF LAW. I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Minnesota, regardless of the location of the Athletic Activity or any change in my residence or domicile or that of my Child. I understand that I may seek legal counsel of my own choosing to fully explain the terms of this Agreement to me before I sign it. I hereby agree that the state and federal courts having jurisdiction over Minnesota will be the appropriate forum for any disputes arising out of this Agreement.

SEVERABILITY. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. To the extent any provision contained herein shall be found to be unenforceable, it shall be modified to the least extent necessary in order to render it enforceable/valid.

I HAVE READ THIS RELEASE AGREEMENT CAREFULLY, I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST THE ACADEMY AND ITS TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, AND ALL RELATED ORGANIZATIONS. BY SIGNING BELOW, I KNOWINGLY AND VOLUNTARILY ACCEPT THE TERMS AND CONDITIONS STATED ABOVE.

PARENT OR GUARDIAN SIGNATURE

DATE

STUDENT SIGNATURE (IF STUDENT IS 18 OR OLDER)

DATE