

# Northwest Christian Academy

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

### Nerf Night

In consideration of participating in the Northwest Christian Academy NERF NIGHT, I represent that I understand the nature of this activity and that my child is qualified, in good health, and in proper physical condition to participate in such activity. I acknowledge that if my child believes event conditions are unsafe, they will immediately discontinue participation in the activity. I fully understand that:

1. Risks and dangers exist in my use or my child's use of nerf gun equipment and my child's participation in nerf gun activities;
2. my participation or my child's participation in such activities and/or use of such equipment may result in my injury or my child's injury including but not limited to serious bodily injury, including permanent disability, blindness, eye injury, paralysis and death;
3. these risks and dangers may be caused by my own actions, or interactions, my child's actions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and
4. by my or my child's participation in these activities I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation, my child's participation, in any activity at Northwest Christian Academy.

I, on behalf of myself, my personal representatives and my heirs, hereby release, waive, discharge, hold harmless, and covenant not to sue Northwest Christian Academy, Northwest Christian High School, Foundation Campus, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, and sponsors, advertisers, owners and lessors of premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, actions, demands, losses, or damages, on my account, my child's account, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" for any bodily injury, property damage, wrongful death, loss of services or other circumstances which may arise out of my or my child's use of nerf gun equipment or my participation in nerf gun activities. Safety glasses or sunglasses must be worn at all times as specified by Northwest Christian Academy.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Printed name of participant

\_\_\_\_\_  
Date

#### PARENTAL CONSENT

AND, I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost and Releasee may incur as the result of such claim.

\_\_\_\_\_  
Printed name of Parent or Legal Guardian

\_\_\_\_\_  
Contact Phone #

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date