



Springwood Athletics



P.O. Box 1030
1814 Cherry Drive
Lanett, Alabama 36863

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Waiver of Liability, Assumption of Risk & Indemnity Agreement

Waiver: In consideration of permission to use, today and all future dates, the property, facilities, staff equipment and services of Springwood School Athletic Facilities, I for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue Springwood School, its Directors officers, employees, and agents from liability from any from any and all claims, including the negligence of Springwood School resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

Assumption of Risk: Physical activity, by its very nature, carries with it certain inherent risk that cannot be eliminated regardless of the care taken to avoid injuries. The specific risk vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Springwood School. I hereby assert that my participation is voluntary and that I knowingly assume all such risk.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD SPRINGWOOD SCHOOL HARMLESS from any and all claims, actions, suits, procedures, cost, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at Springwood School and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad in inclusive as is permitted by the law of the State of Alabama and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature

Date

Mitch Hamilton Athletic Director Springwood School

Date

“The Wildcat Way”