

Episcopal High School
1200 North Quaker Lane
Alexandria, Virginia 22302

**Informed Consent and Waiver of Liability and Release for Hank Harris
Tennis Academy Programs, Camps, and Lessons**

Name(s) of Child(ren):

Name(s) of Parent(s)/Legal Guardian(s):

In consideration of and in order for my child(ren) (identified above) and I to be permitted to enter and/or use the property of Episcopal High School (the “**School**”) and for my child(ren) to participate in Hank Harris Tennis Academy programs, camps, and lessons (the “**Program**”) from September 1, 2023 to August 31, 2024, the undersigned Parent(s) and/or Legal Guardian(s) (“**Parent**”) hereby agree to the terms and conditions expressed in this Informed Consent and Waiver of Liability and Release.

Parent understands and acknowledges that their child(ren)’s participation in the Program is voluntary and participation in the Program involves the use of the School’s facilities and equipment. Parent understands and acknowledges that certain offerings of the Program may also consist of their child(ren) residing in one of the dorms on the School’s property. Parent acknowledges that information about the Program has been provided to them. Parent acknowledges that they have full knowledge of the nature and extent of all risks associated with the Program. Parent expressly agrees and promises to accept and assume all of the risks associated with their and their child(ren)’s entrance and/or use of the School’s property and their child(ren)'s participation in the Program.

Parent understands and acknowledges that the School makes no warranty or representation, express or implied as to any matter whatsoever, including the condition of its equipment or facilities, their merchantability, design, certification, or fitness for any particular purpose. Parent also understands and acknowledges that the School is not the manufacturer of the equipment. Parent accepts the School’s equipment, facilities, and any Program equipment “as is.”

Parent acknowledges and understands that they and their child(ren) are required to follow all rules set by the School, the Program, and their employees. Parent further acknowledges that they have been given the opportunity to ask questions of the School through the host of the Program prior to granting this consent.

Parent fully and voluntarily releases and holds harmless, to the maximum extent permitted by law, the School and all of its trustees, officers, directors, administrators, employees, students, and

guests (the “Released Parties”) from any responsibility for any and all losses, costs, expenses, attorneys’ fees, and damages of whatever kind or nature, for any injury to Parent or their child(ren) (including, without limitation, any injuries arising out of or related to potential exposure, infection, and/or spread of COVID-19, its variants, and other communicable diseases) based on Parent or their child(ren)’s entrance and/or use of the School’s property and their child(ren)’s participation in the Program, unless such injury is caused solely by the intentional misconduct of a Released Party, or by an obvious and defective condition of the School’s property or any transportation authorized and provided by the School and which the School knew about and failed to correct.

Parent shall fully indemnify the School and save it harmless from and against any and all claims, actions, damages, liability, and expenses arising from any occurrence, accident, or injury incurred during the Program and which is the result of a negligent or intentional act or omission on their or their child(ren)’s part. In the event the School is notified of any claim or made party to any litigation commenced against Parent or their child(ren), Parent shall protect and hold the School harmless and shall pay all costs, expenses, and reasonable attorneys’ fees incurred or paid by the School in connection with such claim or litigation.

By signing this Informed Consent and Waiver of Liability and Release, the undersigned acknowledges that there are risks associated with their and their child(ren)’s entrance and/or use of the School’s property and their child(ren)’s participation in the Program and the full nature and extent of these risks, inherent or otherwise, whether or not described above, and assume responsibility for the risks and their and their child(ren)’s decision making and have read this Informed Consent and Waiver of Liability and Release and fully understand its contents and significance.

This Informed Consent and Waiver of Liability and Release shall be governed by the laws of the Commonwealth of Virginia. In the event any portion of this document is adjudged unenforceable, the remainder shall remain in full force and effect.

By typing/signing my name on this electronic record, I am agreeing to the information above. I agree and authorize Episcopal High School to rely on my electronic signature and understand and acknowledge that it has a legally binding effect.

Printed Name of Parent(s)/Legal Guardian(s)

Signature of Parent(s)/Legal Guardians(s)

Date: _____