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ATHLETIC PARTICIPATION INFORMATION FORM, RELEASE, WAIVER, INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

Parents' Name _____

Student's Name _____

Sports(s) your child intends to play _____

Address _____

Telephone _____

Cell Phone _____

Emergency Contact Information _____

Coach(es) Signatures _____

The sections below must be carefully read and signed by the applicant, parents and/or legal guardian in consideration of playing sports at Harrells Christian Academy.

I agree to allow my son/daughter to participate in athletics at Harrells Christian Academy. I have read and agree to comply with the rules and regulations set forth by the HCA athletic department and the HCA student handbook. I am aware that participation in sports at HCA is a privilege and not a right. In consideration of that privilege, I am voluntarily executing this release, waiver, indemnity agreement and covenant not to sue on behalf of myself, my children, heirs, executors, administrators and assigns.

I am aware that participating in any interscholastic sport, engaging in contact or not, involves the risk of INJURY and/or DEATH. In consideration of Harrells Christian Academy permitting my child to participate and play athletics, and to engage in all activities related thereto, I do for myself, my heirs, executors, administrators and assigns hereby voluntarily assume and understand all risks associated with participation and agree to release, waive, indemnify, covenant not to sue, exonerate and hold harmless, Harrells Christian Academy, its agents, servants, teachers, administrators, employees, coaches, volunteer parent coaches and Board of Directors, from any and all liability claims whatsoever that may arise on account of my child's injury or death as a result of participation in athletics at Harrells Christian Academy.

Furthermore, in consideration of Harrells Christian Academy allowing my son/daughter to participate in sports, I do for myself, heirs, executors, administrators and assigns agree to release, waive, indemnify, covenant not to sue, exonerate and hold harmless, Harrells Christian Academy, its agents, servants, teachers, administrators, employees, coaches, volunteer parent coaches and Board of Directors, from any and all causes of actions for

injury or death, and any and all claims, including, but not limited to, negligence, gross negligence, wrongful death, compensatory damages, medical benefits, punitive damages, unfair and deceptive trade acts and practices, demands, damages, costs, loss of service, emotional distress, expenses, compensation and any and all consequential damages on account of, or in any way growing out of, any and all personal injuries and/or death that may arise as a result of my son/daughter's participation in sports while a student at Harrells Christian Academy.

I hereby declare and represent that my son/daughter is free from any injuries and has been cleared by a medical doctor with respect to participating in sports at Harrells Christian Academy. I understand that Harrells Christian Academy is not responsible for any exacerbation and/or activation of any congenital and/or medical conditions that my son/daughter may have, regardless of whether or not Harrells Christian Academy is and/or has been made aware of same. Furthermore, I understand that Harrells Christian Academy is not responsible for having any knowledge with respect to any medical condition concerning my son/daughter prior to and/or during my son/daughter's participation in sports at Harrells Christian Academy. I further agree to release, waive, indemnify and covenant not to sue Harrells Christian Academy, its agents, servants, teachers, administrators, employees, coaches, volunteer parent coaches and Board of Directors for any and all claims and damages with respect to any exacerbation and/or aggravation of any underlying congenital and/or current medical condition with respect to my son/daughter as it relates to participating in sports at Harrells Christian Academy.

The undersigned hereby further states as a material representation to this release, waiver, indemnity agreement and covenant not to sue, that he or she agrees to reimburse and indemnify Harrells Christian Academy, its agents, servants, teachers, coaches, volunteers parent coaches, administrators, employees, Board of Directors and assigns from any and all loss, damages, costs or other expenses of any kind, including attorneys fees, that they, or any of them, may have to pay in the event litigation arises by any persons, firms, corporations or entities seeking damages as a result of my son/daughter's participation in sports at Harrells Christian Academy.

The undersigned further agrees that this release, waiver, indemnity agreement and covenant not to sue, is intended to be as broad and inclusive as is permitted by the law of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I also have read and understand Harrells Christian Academy's philosophy regarding athletics and understand that by my child participating in no way guarantees playing time. I understand the belief for success by our athletic department and its coaches and have no intention of hindering their means and will for success.

I further state that I have carefully read the foregoing release, waiver, indemnity agreement and covenant not to sue and know the contents thereof and I sign the same as my own free act and that I have voluntarily executed the aforementioned document. I further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Please provide the information requested below:

Medical Insurance Company _____

Policy Number _____

Date _____

Student Signature _____

Parents' Signature/Legal Guardian _____