

**Malvern Preparatory School  
Facility/Property Use  
Assumption of Risks, Waiver of Liability, Release, Hold Harmless and  
Covenant Not to Sue Agreement**

**I will be participating in a program, class, camp and/or sporting event at the Malvern Preparatory School and will be using the facilities, premises, grounds, equipment and/or services of the Malvern Preparatory School (collectively, the “Facilities and Property”).**

**Assumption of Risks:** Participation in physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve sustained physical activity which places stress on the cardiovascular system and others involve risk of harm from other participants or through observation of an activity as a spectator. The specific risks 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 and/or 3) catastrophic injuries including paralysis and death.

**Waiver:** In consideration of permission granted to me by Malvern Preparatory School to use, today and on any future dates, the Facilities and Property, I, for myself, my heirs, my personal representatives or assigns, (and for my child, if a minor), do hereby agree to waive, release, hold harmless, and covenant not to sue Malvern Preparatory School, its directors, officers, employees, insurers and agents from liability from any and all claims, causes or events (including the negligence of Malvern Preparatory School) resulting in personal injury, accident or illness (including death), and/or property loss arising from, but not limited to my participation in and/or the use of the Facilities and Property.

**Release, Hold Harmless and Covenant Not to Sue:** In consideration of permission granted to me by Malvern Preparatory School to use, today and on any future dates, the Facilities and Property, I also agree to Release, Hold Harmless, and Covenant Not to Sue the Malvern Preparatory School from or for any and all claims, actions, suits, costs, expenses, damages and liabilities suffered, including attorney’s fees incurred, as a result of my participation in or use of the Facilities and Property.

**Severability:** I further expressly agree that the foregoing Assumption of Risks, Waiver of Liability, Release, Hold Harmless and Covenant Not to Sue are intended to be as broad and inclusive as is permitted by law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, I agree that the balance of this Agreement shall continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this Assumption of Risks, Waiver of Liability, Release, Hold Harmless and Covenant Not to Sue Agreement, and I fully understand its terms, and understand and agree that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of Malvern Preparatory School of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Parent/Guardian of Minor      Date  
Participant’s Age (if minor) \_\_\_\_\_  
(Write or type name of Parent/Guardian)

\_\_\_\_\_  
Signature of Participant      Date  
(Write or type name of Participant)