**SAMPLE OF WAIVER USED IN RS CONFERENCES (USA)**

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE (MINOR)

 This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (hereinafter the "Release") made voluntarily on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter the "Individual"), and on behalf of her/his heirs, executors, administrators, legal representatives and assigns, and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Guardian"), the parent or legal guardian of the Individual, and on behalf of Guardian's heirs, executors, administrators, legal representatives and assigns, in favor of Markham College and San Silvestre School, Peruvian nonprofit private Schools, its officers, directors, agents, principals, representatives, employees, donors, successors and assigns (hereinafter the “Schools"). The Individual and Guardian are executing this release freely, voluntarily and without duress.

WAIVER AND RELEASE. The Individual and Guardian hereby release and forever discharge and agree to hold harmless the Schools and their officers, directors, agents, principals, representatives, employees, donors, successors and assigns from any and all claims, demands, suits, judgments, damages, actions and liabilities whatsoever of whatever kind or nature, either in law or in equity, which arise or may hereafter arise in connection with the Individual’s involvement with the Schools. The Individual and Guardian understand and acknowledge that this Release discharges the Schools from any liability or claim whatsoever that the Individual and/or Guardian may have against the Schools with respect to any bodily or other personal injury, illness, death or property damage that may result from the Individual’s participation, whether caused by the negligence of the Schools, or by any independent contractor the Schools may contract. We assume no responsibility, however caused, for injury, loss or damage to person or property in connection with any service provided by an independent contractor or resulting directly from the following: detention – annoyance – terrorism – thefts - pilferage - force majeure - civil disturbances - government restrictions or regulations - strikes - delays and expenses arising from quarantine - failure of any means of conveyance to arrive or depart as scheduled - discrepancies or change in transit or hotel services over which we have no control.

ASSUMPTION OF THE RISK. The Individual and Guardian fully recognize that there are dangers and risks to which working and/or volunteering with Schools may expose him or her, and that the program may include activities that may be hazardous to the Individual. The Individual and Guardian desire that the Individual participate in activities despite the possible dangers and risks. Some of those potential hazards include, but are not limited to, food and water borne illnesses, diseases transmitted by insects (such as zika and dengue), other infections or diseases, motor vehicle accidents, exposure to the elements, death, or other risks inherent in international travel generally, or to Peru specifically. The Individual and Guardian acknowledge and assume all responsibility for consulting with her/his healthcare provider prior to participating in activities with respect to all vaccinations, and the Individual and Guardian represent that she/he has consulted (or will consult) with her/his healthcare provider prior to participating in activities. Further information regarding potential hazards is available on the Centers for Disease Control website at http:\\www.cdc.gov. The Schools make no representations regarding, and assume no liability for, the content contained in or omitted from this website. The Individual and Guardian hereby expressly assume any and all risk of injury or harm, whether or not referenced, discussed, or contemplated herein, and fully and completely releases the Schools from any and all liability for bodily or other personal injury, illness, death or property damage resulting from the Individual’s participation.

CONSIDERATION. The Individual and Guardian acknowledge that the Schools will permit the Individual to participate only in consideration of the Individual’s and Guardian’s execution of this Release. The Individual and Guardian further acknowledge that the Schools would not permit the Individual to participate in the absence of this fully-executed Release.

MEDICAL TREATMENT RELEASE. The Individual and Guardian hereby release and forever discharge the Schools from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or other service of any kind rendered in connection with the Individual’s participation in activities, or with the decision by any agent, employee, or representative of the Schools to exercise the power to consent to medical, dental, or other treatment as such power may be granted and authorized in the Emergency Contact And Authorization Of Medical Treatment Form.

**Medical considerations:** If you have any medical or psychological conditions, it’s very important you let the Schools know so that they can make extra arrangements, if necessary. The Schools have the right to disqualify anyone or ask them to leave the premises at any time during if they feel the individual is mentally or physically incapable to continue and/or if an individual’s continued participation jeopardizes the group’s or his/her own safety. Under these circumstances refunds are not given if individual paid a fee of any kind. The Schools are not medical facilities and therefore have no responsibility regarding medical advice, medications or vaccinations that you or your doctor deem necessary for your safe participation with the Schools.

The Schools assume no liability regarding provision of medical care. By signing the Liability Release, Waiver, Discharge and Covenant Not to Sue Agreement, you agree to pay for emergency evacuation and emergency medical care.

INSURANCE. The Individual and Guardian understand that the Schools do not not carry or maintain health, medical, disability, accident, or travel insurance coverage, or any other insurance of any kind, for the Individual. If the Individual and Guardian desire such coverage, the Individual and Guardian should obtain such coverage independently and prior to participating in activities.

PHOTOGRAPHIC RELEASE. The Individual and Guardian hereby grant and convey unto the Schools all rights, title and interest in any and all photographic images and video and audio recordings made during activities, including but not limited to royalties, proceeds or other benefits derived from such photographs or recordings. The Individual further grants the Schools full rights to use any and all such photographic images and video and audio recordings.

ENTIRE AGREEMENT. This written Release recites the entire agreement and understanding between the parties and supersedes any prior agreement, arrangement or understanding, including any and all oral agreements, arrangements or understandings. The Individual and Guardian represent that, in executing this Release, the Individual and Guardian are not relying on any oral representations or other understandings not expressly set forth herein.

GOVERNING LAW. The Individual and Guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of Peru, and that this Release shall be governed by and interpreted in accordance with the laws of Peru without regard to choice of law principles. The Individual and Guardian further agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be fully enforceable.

 I HAVE READ THIS ENTIRE RELEASE AND FULLY UNDERSTAND THE ENTIRE RELEASE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO REVIEW THIS RELEASE WITH AN ATTORNEY OF MY CHOOSING IF I SO DESIRE, AND I AGREE TO BE LEGALLY BOUND BY THIS RELEASE.

IN WITNESS WHEREOF, the Individual has executed this Release on this day:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

Individual Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_