

**SERBIAN ORTHODOX CHURCH AND SCHOOL COMMUNITY OF SAINT SAVA  
CATHEDRAL, SERBIAN SUNDAY SCHOOL - 2017/18 SCHOOL YEAR**

**Student Name:** \_\_\_\_\_

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**WAIVER AND ACKNOWLEDGMENT**

In consideration of being allowed to attend the Serbian Sunday school at the New York Parish (the "School"), the undersigned parent/guardian of the above named student (the "Student") acknowledges, understands, and agrees that:

1. I hereby acknowledge the following:
  - (i) that the School is not a drop-off program,
  - (ii) that a parent or guardian of the Student is required to remain on the School premises during school hours at all times, and
  - (iii) that, at all times, such parent or guardian is responsible for the wellbeing and actions of the Student attending the School.
2. I am aware that normal and usual classroom activities have certain inherent risks to physical injury to participants, and I assume the full risk of any and all injuries, damages or loss, regardless of severity, that the Student may sustain as a result of said participation.
3. I, on my own behalf and on behalf of the Student, hereby, release, and forever discharge the School, its agents, employees, officers, directors, volunteers, affiliates, successors and assigns, of any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, including any claims of negligence, that I or the Student ever had or may have, arising from or in any way related to the School activities; provided, that this Waiver of liability does not apply to any acts of willful, intentional or wanton misconduct.
4. I, on my own behalf and on behalf of the Student, hereby, agree to indemnify and hold harmless the School, its agents, employees, officers, directors, volunteers, affiliates, successors and assigns, for any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, including any attorneys' fees, arising out of any claim, lawsuit or proceeding, for an injury or loss to the Student arising out of the School activities; provided, that this Waiver of liability does not apply to any acts of willful, intentional or wanton misconduct.
5. This Waiver and Acknowledgment is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Waiver and Acknowledgment will continue in full force and effect even after the termination of the program conducted by, on the premises of, or for the benefit of, the School, whether by agreement, by operation of law, or otherwise.

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6. This Waiver and Acknowledgment is governed by the laws of the State of New York and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Waiver and Acknowledgment is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

7. This Waiver and Acknowledgment contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver and Acknowledgment. The provisions of the Waiver and Acknowledgment may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

I am of lawful age and legally competent to sign the Waiver and Acknowledgment. I have read and fully understood the terms of the Waiver and Acknowledgment, and I have willingly signed it as my own free act and in agreement to its terms and conditions.

By: \_\_\_\_\_  
Parent/Guardian signature

Date: \_\_\_\_\_

\_\_\_\_\_  
print name

\_\_\_\_\_  
relationship to the Student