



HIGH RISK ACTIVITY WAIVER

WARNING, ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

Student's Name	<i>(Hereinafter referred to as 'Student')</i>
Destination	
Activity	<i>(Hereinafter referred to as 'The Activity')</i>
Accompanied by	
Date of Activity	

PARTIES:

"The Undersigned" applies to both the Student and the Student's parent or legal guardian when the Student is under the age of 18.

The Undersigned agree and understand that the Activity has the potential to be HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH.

The Undersigned agree and understand that there are risks associated with strenuous physical exertion and with participating in the Activity, injuries and/or death may result from engaging in the Activity. The Undersigned agree and understand that risks include, but are not limited to: use of equipment and ropes, equipment failure, improper use of equipment, slipping, falling, natural and manmade hazards, surface and environmental conditions, changing weather conditions, uneven and/or slippery conditions, the condition of the Student, dehydration, and high elevation.

In consideration for allowing the Student to participate in the Activity, the Undersigned hereby assume all risks associated with the Student's participation in the Activity. Additionally, The Undersigned AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY CISS Inc., MLI Inc., MLI Homestay Inc., all of their employees and coordinators, the sending organization/agency, the school in which the Student is placed, and the family with whom the Student resides (each referred to hereinafter as a "Released Party") from any and all liability and/or claims for injury or death to persons or damage to property arising from the Student's participation in the Activity, including those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH OF any

express or implied warranty.

By signing this release, the Undersigned agree NOT TO SUE any Released Party and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. The Undersigned further AGREE TO DEFEND AND INDEMNIFY each Released Party for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Student's participation in the Activity. The Undersigned agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned.

In the case of a minor Student, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Student and that the minor Student shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor Student, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Student would not be permitted to participate in the Activity.

By signing as the parent or guardian of the Student, the Undersigned assumes representation as the legal parent or guardian of the minor Student AND ACCEPTS FULL RESPONSIBILITY.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Parent's Signature: _____

Parent's Full Name: _____

Date: _____