SUMMER CAMP LIABILITY AGREEMENT
between Roots School and the legal Parent(s) / Guardian(s) of

(print name of student) ______________________________________________________________________________________

DEFINITIONS:
“Roots School” means teachers, employees, representatives, property, and any place or location where lessons or activities may take place.
“Parents/Guardians” means one or more legal guardians or persons otherwise responsible for making decisions on the student’s behalf.
“Family & Guests” means Parents their children, siblings, and any children or adults who are their guests or otherwise the reason they are present on the Roots School property.

ROOTS SCHOOL PREMISES:
Safety is always a significant concern and children are not put in dangerous situations; however, Parents/Guardians acknowledge that accidents can happen when children are playing or learning around natural conditions. Parents/Guardians hereby acknowledge that Roots School is located on a rural property. It is acknowledged by all parties that this is not a public school; many modern ideas as to what may be considered expected safety restraints, practices, equipment, warning signs, etc. in a public or school setting may not be present and are specifically not desired to be present by Parents/Guardians. Parents/Guardians expect and desire that there will be regularly occurring activities in alignment with the rural nature of Maui, such as animal handling, tree climbing, hiking, swimming, working with garden tools, and any and all activities in alignment with the rural nature of the area.
With full knowledge of the above facts and warnings, Parents/Guardians accept and assume all risks and responsibility involved in or related to any and all activities engaged in by their Family & Guests while on the Roots School property or in the care of Roots School staff.

HOLD HARMLESS:
Roots School does not assume any liability for loss, damage or injury to Family & Guests, persons or their personal property.
Parents/Guardians acknowledge that the property is located in a rural community and Roots School has a natural experiential focus, and as such, while all reasonable safety measures for children are always taken, services provided to children are without warranty, guarantee or liability beyond those mandated for the protection of all children under the laws of the State of Hawaii and the United States of America.

INDEMNITY:
The undersigned, for himself/herself, his/her children, family & guests, heirs, assignors, executors, and administrators, fully releases and discharges Roots School from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her children or family & guests as a results of, or in any connections with, Roots School including the use of the premises, property, structures, play equipment, off-property activities, and any and all other Roots School related property or activity, and agrees to hold Roots School and Roots School teachers, staff, volunteers, representatives, and Board, free and harmless of any claim or suit arising therefrom.

JURISDICTION:
Any action concerning the rights, duties or liabilities of the parties to this agreement will be decided within the State of Hawaii, County of Maui, and the parties stipulate and agree that all disputes between or arising out of this Agreement must first be submitted to confidential mediation in the County of Maui, State of Hawaii, in accordance with the Rules, Procedures, and Protocols for Mediation of Disputes of Dispute Prevention & Resolution, Inc. (based in Honolulu, Hawaii), then in effect. The mediators’ fees and expenses are to be shared equally between the parties.

LIABILITY AGREEMENT ACKNOWLEDGMENT:
Parents/Guardians acknowledge they have reviewed and understand the terms of the liability agreement and agree to be bound thereby.

Name of Parent/Legal Guardian #1 (print) ________________________________________________________________
Signature ______________________________________________________ Date _______________________________

Name of Parent/Legal Guardian #2 (print) ________________________________________________________________
Signature ______________________________________________________ Date _______________________________