1999 NW 9th Avenue, Ft. Lauderdale, FL 33311 Tel: (954) 712-1707
www.fidelislearning.com

PERMISSION/RELEASE FORM (MINOR)

(Includes any transportation provided)

Academic Year: 2020-2021: **Student Grade Level: _____**

THE UNDERSIGNED, AS PARENT(S) AND/OR LEGAL GUARDIAN(S) OF (*Insert Full Legal Name*) _____, DATE OF BIRTH _____ ("**MINOR**") BY SIGNING THIS DOCUMENT I/WE HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FIDELIS VERITAS, LLC., D/B/A FIDELIS ACADEMY, A FLORIDA FOR PROFIT CORPORATION.

COVENANTS AND AGREEMENTS. I/We, on behalf of myself/ourselves and the Minor, hereby irrevocably and unconditionally agree for the Minor, myself/ourselves, my/our personal representatives, my/our heirs, next-of-kin, insurers, successors and assigns, as follows:

1. **ASSUMPTION OF RISK.** It is my/our choice to allow the Minor to participate in school and school Activities and such decision is knowing, voluntary, and made for the Minor's. I/We understand that the Minor's participation involves inherent risks and dangers of terrain, climate, natural hazards, natural disasters, animals, insects, food and drink, customs, laws, social mores, safety practices and regulations, communications, acts of war or terrorism, driving practices, risk of disease or virus (including, but not limited to COVID-19), accident or illness, rescue operations, emergency treatment and health care that could result in property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. Further, I/we acknowledge there may be other risks not known to me/us or the Minor or reasonably foreseeable at this time (collectively with the items listed above referred to as the "**Risks**"). In consideration of my children attending school at Fidelis Veritas, LLC d/b/a Fidelis Academy facility during the COVID-19 pandemic and for other good and valuable consideration, receipt of which is hereby acknowledged, on behalf of myself, my children and all others who may claim by, under, or through myself I do hereby agree to indemnify and hold harmless and do hereby release, acquit, and forever discharge Fidelis Veritas, LLC d/b/a Fidelis Academy and all of its officers, employees, agents and assigns, and all other persons or companies from any and all claims, actions, or causes of action which I or my children now have, or which may hereafter accrue, whether for personal injury or property damage, whether known or unknown, arising out of or in any way resulting from my and/or my children's usage of any Fidelis Veritas, LLC d/b/a Fidelis Academy's property or facility during the COVID-19 pandemic. I understand and agree that my signature below represents a signature on behalf of myself and each of my children. These Risks may result not only from the Minor's own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment or vehicles. **THIS MEANS I/WE UNDERSTAND AND I/WE HAVE CONSIDERED THE RISKS INVOLVED, AND I/WE VOLUNTARILY AND FREELY CHOOSE TO ASSUME THESE RISKS ON BEHALF OF MYSELF/OURSELVES AND THE MINOR.**

2. **RELEASE FROM LIABILITY.** I/We, on behalf of myself/ourselves and the Minor, fully and forever release and discharge Fidelis Veritas, LLC. d/b/a Fidelis Academy and its respective affiliates, directors, officers, employees, volunteers, agents, and insurers (collectively the "**School**") from any and all Risks, injuries (including death), losses, damages, claims (***including negligence claims***), demands, lawsuits, expenses, and any other liability of any kind, of or to the Minor, me/us, our property, or any other person, directly or indirectly arising out of or in connection with the Minor's participation in the Activity. **THIS MEANS I AM/WE ARE MAKING THIS RELEASE FROM LIABILITY EVEN IF ANY CLAIMS THE MINOR OR I/WE MAY HAVE ARE A RESULT OF THE NEGLIGENCE, INJUDICIOUS ACT, OMISSION OR OTHER FAULT OF THE SCHOOL. NOTWITHSTANDING THE FOREGOING, THIS WAIVER DOES NOT RELEASE THE SCHOOL FROM WILLFUL MISCONDUCT.**

3. **INDEMNITY.** I/We, on behalf of myself/ourself and the Minor, will defend, indemnify, hold harmless and reimburse the School from and for all damages, losses, costs, or expenses (including legal fees) incurred by the School or paid by them to any person (including me/us or my/our insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with the Minor's participation in the Activity. **THIS MEANS I/WE WILL REIMBURSE THE SCHOOL IF ANYONE MAKES A CLAIM AGAINST THE SCHOOL IN CONNECTION WITH THE MINOR'S PARTICIPATION AT SCHOOL OR ANY SCHOOL ACTIVITY.**

4. **COVENANT NOT TO SUE.** I/We, on behalf of myself/ourselves and the Minor, will not initiate any claim, lawsuit, court action or other legal proceeding or demand against the School, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me/us, other parties or my/our (or others) property in connection with the Minor's participation at school or any school sponsored Activity, and I/we waive any right I/we or the Minor may have to do so. **THIS MEANS THAT THE I/WE OR THE MINOR CANNOT SUE TO HOLD THE SCHOOL RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE SUSTAINED BY THE MINOR, ME/US, OTHER PARTIES OR OUR (OR OTHERS) PROPERTY IN CONNECTION WITH THE ACTIVITY.** I/We, on behalf of myself/ourselves and the Minor, waive my/our insurers' right to make a claim against the School based on payments by insurers to the Minor, me/us or on our behalf for any reason. **THIS MEANS MY/OUR INSURERS HAVE NO RIGHTS OF SUBROGATION AGAINST THE SCHOOL.**

5. **MEDICAL EXPENSES.** I/We, on behalf of myself/ourselves and the Minor, hereby consent to the Minor's receipt of medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with the Minor's participation in the Activity and understand that I am/we are solely responsible for all costs related to such medical treatment or medical transportation; and will reimburse the School for any medical expense paid on the Minor's behalf.

6. **PUBLICITY.** I/We, on behalf of myself/ourselves and the Minor, hereby grant the School, without limitation, the right to use the Minor's name and likeness in connection with the Activity for any publicity without further compensation or permission.

I/WE HAVE READ THIS PERMISSION/RELEASE FORM, INCLUDING THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I/WE, ON BEHALF OF MYSELF/OURSELVES AND THE MINOR, AM/ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS PERMISSION/RELEASE, INCLUDING THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME/US.

I/WE HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I/WE DECLARE THAT I/WE HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF THE SCHOOL IN ALLOWING THE MINOR TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY TRANSPORTATION PROVIDED BY ME/US, SCHOOL OR OTHER PARTIES.

_____	_____	_____	_____
Signature (Parent or Legal Guardian)	**Date**	**Signature (Parent or Legal Guardian)**	**Date**
_____	_____	_____	_____
Print Name	**Phone**	**Print Name**	**Phone**