

# South Carolina Association of Christian Schools

## Liability Waiver Form

*This Liability Waiver Form must be completed and signed by the parent or guardian for each student before participation in any **SCACS Athletic Event**. The original must be on file in the school office.*

### PARENT/GUARDIAN RELEASE

FOR AND IN CONSIDERATION OF the mutual promises, covenants, conditions, representations, and warranties contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the undersigned parent or guardian—on his or her own behalf, the behalf of any co-parent or co-guardian, and the behalf of the participant (hereinafter collectively “the undersigned”)—agrees as follows:

The undersigned hereby releases, forever discharges, and covenants not to sue the South Carolina Association of Christian Schools (“SCACS”) along with all of its agents, employees, directors, officers, assigns, and attorneys (collectively, the “Releasees”), from any and all claims, demands, actions, causes of action or suits arising out of any injuries, known or unknown, which have resulted or may in the future result from any SCACS-sponsored event that takes place at any location approved by SCACS.

The undersigned hereby assumes all risk of injury associated with any such event and fully indemnifies and holds harmless the Releasees from and against each and every liability, loss, cost, damage, and expense, including attorney’s fees, which the Releasees may incur as a result of any SCACS-sponsored event that takes place at any location approved by SCACS. The undersigned understands and appreciates that the risk of injury from such activities may be significant, including but not limited to the potential for paralysis and death.

The undersigned hereby releases and waives all liabilities for, and covenants not to sue the Releasees for, any and all loss, damage, and any claims or demands on account of injury to his or her child or property arising out of or in any way connected with the child’s participation in any SCACS-sponsored event, whether caused by actual or passive negligence of the Releasees or other participants. The undersigned hereby agrees to comply with all rules and instructions for participation, and assumes liability for harm caused by participant to any co-participant or facilities.

The undersigned hereby certifies that his or her child is in good physical condition, is able to safely participate in SCACS sponsored events, and has no medical condition that would either prohibit his/her participation or make participation more hazardous. The undersigned hereby consents to medical care and transportation in order to obtain treatment in the event of injury to his or her child as deemed appropriate by Releasees’ employees, staff, volunteers or medical professionals, and understands that this Liability Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.

The undersigned expressly agrees that this Liability Waiver is intended to be as broad and inclusive as permitted by the law of the State of South Carolina, and that if any portion is held invalid, the balance shall remain in full legal force and effect. The undersigned further represents that no oral representations or inducements apart from this Liability Waiver have been made by the Releasees. The undersigned understands and acknowledges that the laws of South Carolina shall apply to all matters relating to this Liability Waiver, and the exclusive jurisdiction for any dispute with the Releasees relating in any way to this Liability Waiver shall lie in the state or federal courts in and for South Carolina.

*This liability waiver/release applies to the following student-athlete:*

Student's Name: \_\_\_\_\_

*who is currently enrolled in the following SCACS member school:*

School Name: \_\_\_\_\_

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

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

**I HAVE READ THIS LIABILITY WAIVER AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO SUE THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THIS LIABILITY WAIVER FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A WAIVER AND COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE TO THE NEGLIGENCE OF RELEASEES OR THE INHERENT RISKS OF PARTICIPATING IN SCACS-SPONSORED EVENTS.**

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Parent/Guardian's Printed Name

**Notice to sponsoring school:** *A parent or guardian of the named student must sign this document before such student can participate in any SCACS-sponsored event.*

**\*The SCACS reserves the right to periodically perform random checks on schools to make sure their forms are current. Schools found out of compliance with these policies will be subject to a \$100 fine and/or forfeiture of games played.**