

Recreational Program/Activity Acknowledgement:

- a. FXW is committed to conducting programs and activities in the safest manner possible and holds the safety of participants in the highest possible regard. The Parent registering the Student in these programs must recognize there is an inherent risk of injury when choosing to participate in these activities, including athletics. The Parent acknowledges that the Student's participation in FXW recreation programs and activities is conditioned on agreement to the Recreational Program/Activity Acknowledgement section of the Contract.
- b. The Student agrees to follow all safety rules and instructions provided during the course of the program or activity and to act in a manner as to be responsible for the Student's own safety.
- c. The Parent understands that they are responsible for the transportation of the Student to and from FXW programs and activities. The use of a personal automobile to transport the Student and/or other participants or attendees is not sanctioned by FXW and is voluntarily undertaken.
- d. In the event of an emergency, the Parent grants permission to FXW, its employees, and its agents to authorize emergency medical treatment deemed necessary for the Student's immediate care. The Parent understands that such action by FXW or its employees or agents will cause them to assume no responsibility for any injury, damage, or medical expense which might arise out of, or in connection with, such emergency medical treatment provided to the Student.
- e. The Parent understands that prior to registering the Student to participate in any FXW recreation program or activity, they should review their health insurance policy for coverage. The absence of health insurance coverage for the Student does not make FXW responsible for the payment of costs incurred as a result of any injury, illness, or medical expense that arises as a result of the Student's participation in any FXW recreation program or activity.
- f. The Parent recognizes and acknowledges there are risks of physical injury associated with participation in FXW recreation programs and activities and agrees to assume the full risk of any injuries (including death), damages, or loss, which the Parent or the Student may sustain as a result of participating in activities connected with this program. On behalf of the Parent and the Student, FXW is released and waived of any and all claims against FXW resulting from injuries (including death), damages and losses sustained by the Parent or the Student arising out of, connected with, or in any way associated with an FXW recreation program or activity.
- g. The Parent is fully informed and understands the contents of the Recreational Program/Activity Acknowledgment. The Parent has raised and discussed with FXW all concerns as it relates to the contents or effect of this Acknowledgment and accepts the wording of it as signed. The Parent is not relying on any oral or written representations, statements, or inducements not set forth in this Acknowledgment.