

FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

For 2022-2023 School Year

***including COVID-19 language**

Monte del Sol Charter School requires a minimum of two (2) Mentorship courses during high school for MdS graduation. The Mentorship Program asks students to identify an interest that they are deeply drawn to and matches them with a community expert in their field of interest. Together, the adult mentor and the youth protégé embark on an exploration of their shared interest, e.g. painting, auto mechanics, law, medicine, martial arts, aviation, and myriad other fields. This happens outside the school day for an hour or two each week for approximately seven months. See our [webpage](#) for more information or email our director, Giselle Piburn, at gpiburn@montedelisol.org (The deadline for students to request a Mentorship is the end of first quarter in portable 7.)

NAME OF PARTICIPANT: _____ AGE: _____

HOME ADDRESS: _____

MENTORSHIP FIELD: is to be determined by the student and staff in the fall. Parents should speak to their child and inform them and Giselle Piburn if there is a field that is off-limits.

By agreeing to participate in the Mentorship Program, I and Participant (hereafter “we”) acknowledge that the activities of the Mentorship Program, including but not limited to transportation to and from activities, CAN BE EXTREMELY HAZARDOUS and that we have made a voluntary choice to participate in those activities DESPITE THE EXTREME RISKS that they present. Certain activities and/or mentorships include risks integral to those activities. Although it is possible to minimize these inherent risks, they cannot be eliminated without destroying the unique character of the activity. Although the extent of participation in all activities associated with the Mentorship Program are elective for all participants, it is possible that such activities may contribute to or result in bodily harm. We further acknowledge that Monte del Sol Charter School strongly recommends that we consult and follow a physician’s guidance before Participant engages in any rigorous physical activities. We also agree to ensure that Participant has access to, and wears proper clothing, footwear, and personal protective equipment, and that she/he will use proper safety devices for the duration of any activity that requires such additional precautions or as otherwise directed by the mentor. We further acknowledge that Participants involvement in the Mentorship Program may include working one-on-one with a mentor in an unsupervised location and we voluntarily agree to assume any and all associated risks, and we further agree to assume all responsibility for determining the suitability of any working environments. We agree to notify the sponsors of the Mentorship Program immediately if we have questions about the Mentorship, or with concerns about Participant’s participation in the activity. ADDITIONALLY, during COVID-19, we agree to stay abreast and adhere to all current health directives, executive orders, and Center for Disease Control guidance on safe practices. In consideration of being permitted to participate in the Mentorship Program, we agree to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my participation including but not limited to contracting COVID 19. We hereby RELEASE FROM LIABILITY AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Monte del Sol Charter School and its employees, officers and governing council members, volunteers, mentors, agents and independent contractors (“School Releases”) from and for any damage, injury or death to Participant or myself or to any person or property, whether caused by School NEGLIGENCE, the negligence or other misconduct of a mentor or third-party participant or for any other reason. In exchange for, and in consideration of the Mentorship Program making these activities available for the benefit of Participant, WE CONTRACTUALLY AGREE that any and all disputes arising from participation in any event, activity, or transportation, and including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO and the EXCLUSIVE JURISDICTION thereof will be in the courts of the STATE OF NEW MEXICO. We, the undersigned HAVE READ AND UNDERSTAND the terms of this Full and Complete Release of Liability and Indemnity Agreement and we are signing it freely and of our own accord, realizing IT IS BINDING upon each of us, our heirs, assignees, and that we have FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM as well as the Participant and myself. If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. WE ARE AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW WE ARE WAIVING OUR LEGAL RIGHTS.

NAME OF PARTICIPATING STUDENT

SIGNATURE OF PARTICIPANT

DATE

NAME OF PARENT/GUARDIAN

SIGNATURE OF PARENT/GUARDIAN

DATE