



June 1, 2021

Dear Parents of Rising Sophomores:

We are excited to offer a class retreat for the 10<sup>th</sup> grade on the Upper School campus in conjunction with Outback Team Building & Training. The retreat will take place on Thursday, August 26, 2021 from 8:30 a.m. – 3:15 p.m. We will provide lunch on site. Please arrive to the Upper School no later than 8:15 a.m. on August 26. The retreat activities will take place in the Bruton Smith Athletic Center (US Gym) during the morning and on the athletic fields after lunch, weather permitting. The retreat will conclude at the end of the school day and will not conflict with after school athletic or extracurricular activities.

The experience will consist of a Survivor Challenge. Country Day is committed to providing opportunities that foster effective communication, collaboration, goal setting, personal challenge, and community building. Therefore, Country Day will cover the cost for your child to participate in this exciting retreat.

Students should wear comfortable clothing and athletic shoes (closed toe). Shorts, t-shirts, and sneakers are fine. Students should bring sunscreen and a hat for the afternoon and a reusable water bottle to refill throughout the day. Students don't need to bring anything else except for a good attitude and willingness to step out of their comfort zone!

Attached you will find all the necessary paperwork which needs to be completed by **Monday, June 21**. **All enclosed forms should be returned to Peggy Carey in the Upper School office.** Please note that lunch will include vegetarian and gluten-free options. You may choose to pack a lunch for your child, if you prefer.

If you have any questions concerning details of the retreat, please call or email Peggy Carey at 704-943-4670 and [peggy.carey@charlottecountryday.org](mailto:peggy.carey@charlottecountryday.org).

We look forward to a fun and engaging retreat with the Class 2024!

Sincerely,

Natalie Hutchinson  
Dean of Students

[natalie.hutchinson@charlottecountryday.org](mailto:natalie.hutchinson@charlottecountryday.org)

## **School Permission Form and Release**

Charlotte Country Day School ("CCDS") students are eligible to participate in certain extracurricular activities, excursions, trips, competitions and other school-sponsored events. These events and activities are voluntary. As a condition to your child's participation in the activity or event described below (the "Activity"), you are required to sign this document, which provides your consent to your child's participation in the Activity, your consent to emergency medical treatment should it become necessary, and your agreement not to hold the school responsible for any accidents or injuries that occur in the course of the Activity.

**I hereby give consent for my child to participate in the Activity described below. I agree to follow all rules, regulations and instructions of CCDS and its agents relating to the Activity.**

### **Assumption of Risks:**

Participation in the Activity carries with it certain risks, including some that cannot be eliminated even with the exercise of care by school personnel or others involved in or supervising the Activity. The specific risks vary from one activity to another, but they can include the risk of physical injury, damage to a student's property or risks to a student's health.

**I have read the previous paragraphs and I know, understand and assume these and other risks relating to or that are inherent in the Activity.**

### **Waiver:**

In consideration of my child being permitted to participate in the Activity, I, for myself, my heirs, personal representatives, or assigns do hereby release, waive, and discharge CCDS, its employees and agents of any and all responsibility and liability for any injury, claim or legal action of any kind arising from or relating to my child's participation in the Activity.

**I authorize emergency medical treatment for my child should the need arise for such treatment while my child is under the supervision of CCDS or its agents or employees in the course of the Activity.**

### **Indemnification and Hold Harmless:**

I also agree to indemnify and hold harmless CCDS, its employees and agents from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities arising from or relating to my child's participation in the Activity.

### **Severability and Choice of Law:**

I agree that the foregoing waiver of liability and assumption of risks and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue to be of full legal force and effect. This document shall be governed by the substantive laws of the State of North Carolina (without regard to the application of conflict of laws principles) and any legal action relating to the Activity shall be filed exclusively in the federal or state courts located in Mecklenburg County, North Carolina.

### **Acknowledgment of Understanding:**

I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to bring a legal action with respect to any negligent act on the part of CCDS or its employees or agents which causes accident or injury to my child as a result of my child's involvement or participation in the Activity.

**This authorization, waiver and consent applies to the following student and to the Activity described below.**

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

**Description of Activity:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

**CANADIAN OUTBACK ADVENTURE COMPANY LIMITED**  
**AMERICAN OUTBACK ADVENTURES**  
**TEAM BUILDING EVENTS AND GROUP ACTIVITIES**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND  
ASSUMPTION OF RISKS AGREEMENT**  
**(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR  
CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

TO: Canadian Outback Adventure Company Limited and American Outback Adventures and directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

This Release Agreement applies to various team building events and group activities organized and sponsored by Canadian Outback Adventure Company Limited and American Outback Adventures, ("the Event") and includes all activities, supervision, instructions, transportation, demonstrations and other activities associated with the Event. Many of these activities take place in a downtown, urban, rural or remote environment and involve the risk of injury as a result of collision with motor vehicles, bicycles, pedestrians, trips and falls and other hazards.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS and ASSUMPTION OF RISKS:**

I agree to assume all risks, waive all claims and release the Releasees from any and all liability from any loss, damage, expense or injury, including death, that I may suffer as a result of my own negligence while participating in the Event. Releasees will be liable for any loss, damage, expense or injury, including death, that I may suffer resulting from the Releasees' negligence. Negligence of the Releasees includes the failure to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the Event. I further agree that any litigation involving the Releasees shall be brought solely within the province or state where the Event takes place ("the venue") and no other jurisdiction and shall be within the exclusive jurisdiction of the Courts of the venue. I further agree that these conditions and any rights, duties and obligations as between me and the Releasees shall be governed by and interpreted solely in accordance with the laws of the venue.

I, the undersigned, acknowledge and understand the inherent risks associated with participating in the Event.

In consideration of my child participating in the Event, I: (a) hereby give my permission for my child to participate in the Event; (b) willingly assume full responsibility, and any risks of injury, for my child, my other heirs, next of kin, executors, administrators and assigns agree to waive all claims that I or my child may have in the Event.

\_\_\_\_\_  
Child's Name (Please Print)

\_\_\_\_\_  
Child's D.O.B (dd/mm/year)

\_\_\_\_\_  
Parent / Guardian Name

\_\_\_\_\_  
Parent / Guardian Signature

\_\_\_\_\_  
Date