

PARTICIPATION WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

**SERVICE WEEK 2026**

**Empath Health:**

**April 14-17, 2026**

**Located at Suncoast Hospic Resale Shop**

**3533 49th St. N., St Petersburg, FL 33710**

In CONSIDERATION of (print name of student or adult participant on this line) \_\_\_\_\_ (the "Participant") being allowed to participate in the **Empath Health Service Week** activity or event, described on **Schedule 1** (which is incorporated by this reference) (the "Event"), and understanding and acknowledging that Shorecrest Preparatory School (the "School") is a non-profit educational institution, we, the Participant and the parent(s) and/or legal guardian(s) of the Participant, as applicable, jointly and severally, and intending to legally bind ourselves, the Participant, and all of our respective guardians, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing, collectively the "Releasers"), do hereby waive, release and discharge, and promise not to sue, the School, and its officers, directors, trustees, shareholders, owners, managers, partners, employees, staff, volunteers, supervisors, and all of their respective successors and assigns (collectively the "Released Parties") from any and all liability and/or claims, suits, damages, injury, disability, death, costs and expenses, whether arising before, during or after the Event, whether described in this Participation Waiver, Release and Indemnification Agreement or in **Schedule 1** or not, and whether caused by the sole or joint negligence, gross negligence, or tortious act or omission, of one or more of the Released Parties, or any third party (collectively the "Claims"). This Participation Waiver and Release does not apply to the willful misconduct of the Released Parties. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of this Participation Waiver, Release and Indemnification Agreement.

I/We also hereby agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from any and all claims, liabilities, and costs asserted by or on behalf of us or any of our legal representatives, heirs, successors and assigns within the scope of the release above. I/We also agree to be financially responsible for any and all damages, costs, or fees for which the School may be liable as a result of the conduct of Participant.

If any part of this Participation Waiver, Release and Indemnification Agreement, or if the whole Participation Waiver, Release and Indemnification Agreement is found to be invalid, unenforceable, or void, for any reason, then the Releasers acknowledge and agree that the Released Parties' entire liability to the Releasers or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Released Parties was negligent or grossly negligent. Further, without limiting the generality of the foregoing release and waiver, which includes Claims arising from or related to COVID-19, nothing in this Participation Waiver, Release and Indemnification Agreement shall be construed to waive the COVID-19 liability protections of any of the Released Parties as set forth in FL Statute 768.38 or FL Statute 768.381. In addition, the Releasers acknowledge that none of the Released Parties shall ever be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

This Participation Waiver, Release and Indemnification Agreement does not release, is not intended to release, and does not in any way apply or relate to the release and/or discharge of any claims Releasers may have against any person and/or party other than the Released Parties.

## PARTICIPATION WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

By signing this Participation Waiver, Release and Indemnification Agreement, I/we acknowledge and agree that: (1) I/we have read and understand **Schedule 1**; (2) I/we are aware of and understand fully the risk to the Participant personally and to the Participant's property, which may result in Participant's serious or permanent bodily injury or death, and I/we understand that the risk to the Participant can be a consequence not only of the Participant's acts or omissions, but also of the actions or negligence of the School (including staff, employees, volunteers, agents, representatives or any other of the Released Parties), other participating students or adults, independent contractors or third parties, or transportation and equipment; (3) I/we are responsible for requesting any additional information I/we need to determine whether the Participant will participate in the Event; and (4) the School's staff has been available to answer questions about the nature and demands of the Event.

If the Participant is a minor, I/we acknowledge that I/we have read and discussed with each other this Participation Waiver and Release and the Event, including, without limitation, the inherent risks of the Event, and the Participant understands the activities and risks and, with our consent, voluntarily chooses to participate in the Event.

Each of the Releasors assume full, sole, and complete responsibility for ALL RISKS, inherent and otherwise, known and unknown, whether or not described in this Participation Waiver, Release and Indemnification Agreement or in **Schedule 1**, including without limitation, risks of, death, personal or bodily injury, disability and/or property damage resulting from, in connection with, or in any way related to, Participant's participation in the Event.

I/We represent and warrant to the Released Parties, that (i) all of Participant's living parents and/or legal guardian(s), as applicable, have duly signed this Participation Waiver, Release and Indemnification Agreement (unless the School has granted a specific written exception due to unusual circumstances); (ii) Participant has no medical condition (physical or mental) which would or could impact on the Released Parties allowing Participant to participate in the Event and that the Participant is physically able to participate in the Event; and (iii) the Participant is not taking any herbal or medicinal supplement or prescription that could impact Participant's participation in the Event.

I/We further understand and acknowledge that I/we have an obligation to monitor Participant for symptoms of illness and to not permit Participant to attend the Event if Participant is experiencing any symptoms of illness, including without limitation, those associated with any illness, flu or COVID-19, such as fever, sore throat, shortness of breath, chills, muscle pain, new loss of taste or smell, gastrointestinal symptoms (like nausea, vomiting, or diarrhea), and cough. In addition, if Participant is experiencing any symptoms of illness once at the Event, the School will contact me/us to come and pick up Participant.

I/We also understand and acknowledge that Participant understands that Participant must not engage in any inappropriate behaviors, violate safety guidelines, use inappropriate language, violate the School's behavior/social guidelines, or otherwise engage in any behaviors that create even the appearance or impression of impropriety while participating in the Event. No alcohol, drugs, or tobacco are allowed at any time. In addition, if Participant violates any aspect of the guidelines set forth in this paragraph, I/we understand that the School reserves the right to require that Participant be removed from the activity, and if a student, requiring that a Parent either pick up or make arrangements for the Participant's return home. No refunds will be provided for any Participant suspended for violation of the terms of this paragraph. Moreover, if a student, Participant will be subject to disciplinary action through the School, up to and including expulsion.

PARTICIPATION WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I/We also grant the School the permission to use Participant’s name, image, voice, and identity in any program for promotion of the School, including written materials, website materials, video, audio, or other forms, without prior consent or compensation.

The Participant and Releasors also agree to promptly reimburse the School for any amounts that the School is required to expend on Participant’s behalf for any medical care, expenses, transportation costs, damages, or loss incurred while Participant participates in the Event.

Furthermore, by signing below I/we acknowledge that I/we have received the opportunity (and been strongly encouraged) to review this Participation Waiver, Release, and Indemnification Agreement with an attorney, that I/we have carefully read and fully understand the contents of this Participation Waiver, Release, and Indemnification Agreement that I/we are giving up substantive legal rights (both Participant’s and /my/our own, as well as the rights of all other Releasors), have asked and received answers to all questions he/she/they may have, and that I/we have not been induced to sign this Participation Waiver, Release, and Indemnification Agreement by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

**Both parents/guardians must sign this Waiver and Release.**

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Participation Waiver, Release, and Indemnification Agreement this \_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
Parent/Guardian: Signature

By: \_\_\_\_\_  
Parent/Guardian: Print Name

By: \_\_\_\_\_  
Parent/Guardian: Signature

By: \_\_\_\_\_  
Parent/Guardian: Print Name

By: \_\_\_\_\_  
Participant’s Signature (if over 18)

By: \_\_\_\_\_  
Participant’s Printed Name

**SERVICE WEEK 2026**

**Empath Health:**

**April 14-17, 2026**

**Located at 3533 49th St. N., St Petersburg, FL 33710**

**Schedule 1:**

Empath Health. This schedule covers each and/or every date set forth below:

Dates: Tuesday, April 14 - Friday, April 17, 2025.

Located at 3533 49th St. N., St Petersburg, FL 33710

**Itinerary:**

Students will depart from Shorecrest Preparatory School on a bus at 9:00 am and arrive at the Empath Health Retail Store at 3533 49th Street, North St. Petersburg, FL, approximately 9:30 am. They will

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depart the site at approximately 2:00 pm and return to school at 2:30. pm They will travel by bus to and from the location.

Students will assist in one of the retail stores. This includes but is not limited to taking in donations, distributing donations within the backroom, moving furniture around on the sales floor, helping with carry-outs, and sorting.

Students must wear closed-toe shoes and business casual attire. Students may want to bring work gloves.

**Weather and other unforeseen conditions and/or events may result in a change of form of transportation or itinerary.**

### **Chaperone:**

Casey Giroud (727) 542-8816

Heather Elouej (727) 310-8401