

THE GILDER LEHRMAN
INSTITUTE *of* AMERICAN HISTORY

**Hamilton Education Program Online
School Release of Liability and Indemnification**

The school named below (“School”) desires for its students, teachers, and chaperones to participate in the Hamilton Education Program Online Competition Prize (the “Prize”) provided and sponsored by the Gilder Lehrman Institute of American History (“GLI”). The Prize, which was awarded to certain student(s) and teacher(s) as a result of School’s participation in the Hamilton Education Program Online Competition, includes a flight to New York City, hotel accommodations, and a full-day theater experience with high school students from New York, New Jersey, and Connecticut, including seeing a matinee performance of *Hamilton*. As lawful consideration for School’s participating in the Hamilton Education Program Online Competition and the Prize and for the intangible value that School will gain by its students, teachers, and chaperones participating in the Prize, School agree(s) to all the terms and conditions set forth in this agreement (this “Agreement”). School and GLI are each referred to as a “Party” and are collectively referred to as the “Parties.”

SCHOOL IS AWARE AND UNDERSTANDS THAT THE PRIZE INCLUDES DANGEROUS ACTIVITIES, INCLUDING BUT NOT LIMITED TO AIR TRAVEL, TRAVEL WITHIN NEW YORK CITY, AND ATTENDING AN INDOOR THEATER PRODUCTION DURING THE COVID-19 PANDEMIC, AND THAT PARTICIPATING IN THE ACTIVITIES INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH TO STUDENT(S), TEACHER(S), AND CHAPERONE(S) AND/OR DAMAGE TO PROPERTY. SCHOOL ACKNOWLEDGES THAT ANY INJURIES THAT STUDENT(S), TEACHER(S), AND/OR CHAPERONE(S) SUSTAIN(S) MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF “GLI INDEMNITEES”, AS DEFINED BELOW. SCHOOL ACKNOWLEDGES THAT SCHOOL IS KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE PRIZE WITH THE EXPRESS UNDERSTANDING OF THE DANGER INVOLVED, AND SCHOOL AGREES TO INDEMNIFY THE GLI INDEMNITEES FROM ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING FROM OR RELATED TO INJURY TO OR DEATH OF STUDENT(S), TEACHER(S), AND/OR CHAPERONE(S), AND/OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF GLI OR ANY OTHER GLI INDEMNITEES OR OTHERWISE. “GLI INDEMNITEES” INCLUDES GLI, AND ITS OFFICERS, DIRECTORS/MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS.

SCHOOL SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS GLI AND ALL OTHER GLI INDEMNITEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING OUT OF OR RESULTING

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FROM ANY CLAIM OF A THIRD-PARTY RELATED TO THE SCHOOL'S PARTICIPATION IN THE HAMILTON EDUCATION PROGRAM ONLINE COMPETITION AND/OR THE PRIZE.

SCHOOL HEREBY EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST GLI, AND ITS OFFICERS, DIRECTORS/MANAGER(S), EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "GLI RELEASEES"), ON ACCOUNT OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO SCHOOL'S PARTICIPATION IN HAMILTON EDUCATION PROGRAM ONLINE COMPETITION AND THE PRIZE, WHETHER ARISING OUT OF THE NEGLIGENCE OF GLI OR ANY OTHER GLI RELEASEES OR OTHERWISE. SCHOOL COVENANTS NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST GLI OR ANY OTHER GLI RELEASEE, AND FOREVER RELEASES AND DISCHARGES GLI AND ALL OTHER GLI RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Agreement is binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

All matters arising out of or relating to this Agreement whether sounding in contract, tort or statute shall be governed by and construed in accordance with and enforced under the internal laws of the State of New York (including its statute of limitations and N.Y. Gen. Oblig. Law § 5-1401) without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in New York, New York, and School hereby consents to the exclusive jurisdiction of such courts.

The person or persons executing this School Release of Liability and Indemnification on behalf of School each represents, covenants, and warrants to GLI, as of the Execution Date, that the signatories signing on behalf of School have the requisite authority to bind School.

This Agreement may be executed and electronically transmitted via portable document format ("pdf"). Pdf transmission of any signed original will be deemed the same as delivery of an original.

[SIGNATURES TO RELEASE AND INDEMNIFICATION ON NEXT PAGE]

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BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

SCHOOL:

Printed Name of School:

North Oldham Middle School

Signed:

Jason Radford

Title:

Superintendent

Printed Name:

Jason Radford

Address of School:

1801 South HWY 1793

Goshen, KY 40026

Date:

2.28.24

WITNESS:

Signed:

Sharla Six

Printed Name of Witness:

Sharla Six

Address:

6465 W HWY 146

Crestwood, KY 40014

Date:

2.28.24