

WAIVER OF LIABILITY AND INDEMNITY UNDERTAKING

In consideration of being allowed to access the grounds and facilities (the "Premises") of the United Nations International School of Hanoi, Inc. (hereafter referred to as "UNIS") for the purpose of engaging in _____ (the "Activity"),

I hereby agree that:

1. I understand the dangers that may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the rules of play of the Activity, the equipment which may be used in the Activity and the conditions under which the Activity is conducted. I understand the nature of the Activity and acknowledge that I am qualified to participate in such Activity.
2. I agree to abide by and adhere to all instructions regarding the proper use of the Premises, whether posted in writing or advised verbally.
3. I fully understand that UNIS has absolutely no obligation whatsoever to maintain the Premises to any particular standard of care or safety and that UNIS makes no warranties as to the condition or the suitability of the Premises for the Activity. Furthermore, I understand that the Activity will occur in an unsupervised environment and that UNIS will not have any obligation to provide personnel to supervise the Activity.
4. I agree that I am solely responsible for my own safety and to take every precaution to provide for my own safety and well-being while participating in the Activity. I further agree and warrant that, if at any time, I believe conditions on the Premises to be unsafe, I will immediately discontinue further participation in the Activity.
5. I fully understand that: (a) the Activity may involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept all such risks and all responsibility for losses, costs and damages incurred (whether incurred by myself or a third party) as a result of my participation in the Activity.
6. I hereby release, discharge, covenant not to sue and agree to hold harmless UNIS, its respective directors, officers, administrators, employees, agents, representatives, volunteers, independent contractors and affiliated persons and entities (collectively, the "Released Persons") from all liability, claims, demands, losses, or damages caused or alleged in whole or in part by any act or omission of the Released Persons in connection with the provision of the Premises or otherwise, even if the Released Persons are unintentionally at fault for such act or omission.
7. I further agree that if, despite this release, I or anyone on my behalf makes a claim or demand against any of the Released Persons named above, I will indemnify, save and hold harmless each of the Released Persons from any litigation expenses, attorney fees, loss, liability, damage or cost they may incur as a result of such claim or demand.
8. This Waiver of Liability and Indemnity Undertaking is governed by, and shall be construed in accordance with, the laws of Vietnam. I hereby agree that the competent courts in Vietnam shall have exclusive jurisdiction to settle any disputes which may arise in connection with this Waiver of Liability and Indemnity Undertaking.

I HAVE READ THE ABOVE UNDERTAKING, FULLY UNDERSTAND ITS TERMS AND HAVE SIGNED IT FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS UNDERTAKING IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature: _____

Date: _____

Full Name: _____

Parent or Legal Guardian signature (required for all participants under the age of 18):

Signature: _____

Date: _____

Full Name: _____