

Family ID: \_\_\_\_\_ Grade: \_\_\_\_\_ Class number: \_\_\_\_\_ Teacher Name: \_\_\_\_\_ Student Name: \_\_\_\_\_



**Waiver of Liability and Assumption of Risk Agreement  
For the Use of School Facilities  
学校设施使用的免责与风险承担合同**

In acknowledgement of \_\_\_\_\_  
(Name of the Student, Guardian, or Faculty) participating in the activities and using the facilities of the **Chinese Community Center Chinese School (“School”)**, I understand and agree that:

对 \_\_\_\_\_ (学生, 监护人, 或教职员的名称) 参与纽约首府华社中文学校 (“学校”) 的活动以及使用学校设施, 我了解并同意:

**Description 描述**

The facilities provided by the School include, but not limited to, the premises leased by the School in the lease between North Colonie Central School District and Chinese Community Center of Capital District of New York Inc. (“Premises”), as well as the equipment provided by the School within the premises.

学校提供的设施包括但不限于学校在与 North Colonie Central School District 的租约中租用的房屋, 以及房屋内学校提供的设备。

## **Student's/Guardian's/ Faculty's/ Obligations and Responsibilities 学生/监护人/教职**

### **员的义务与责任**

In consideration for participation in the School's activities and use of the School's facilities, the Student/Guardian/Faculty agrees with the following terms and conditions:

作为参与学校活动以及使用学校设施的条件，学生/监护人/教职员同意以下条款：

1. The Student/Guardian/Faculty shall comply with the terms of the lease regarding the occupancy and use of the Premises.

2. In the event that any repair is required due to the use or occupancy of the Premises by the Student/Guardian/Faculty, such Student/Guardian/Faculty shall be responsible to pay the one and one half (1.5) times cost or expense, which will be imposed on the School by the landlord pursuant to Section 7 a. of the lease. (As per attached)

3. The Student/Guardian/Faculty shall comply with the traffic and parking rules set forth by the Landlord.

4. Parents/Guardians shall pick up students on time after classes. Those students who are not picked up on time will be put under the care of school staff. A \$5.00 fee will be charged for every one minute exceeding in the first 30 minutes. The School reserves the right to deliver the non-picked up students to the nearby police station after the first 30 minutes.

5. If anyone committed any wrongdoing, including but not limited to, violation of the lease terms, violation of the School's rule, and/or committing criminal acts, the School reserves the right to expel/dismiss such person with the School's discretion.

6. The Student/Guardian/Faculty covenants that they will use the facilities solely for the purpose of attending School's classes and/or participating School's activities. No commercial activities, including but not limited to, distributing leaflet, advertising, and/or selling goods, are allowed within the School area, including the School's parking area.

1. 学生/监护人/教职员应当遵守 Shaker Junior High School 关于房屋占用和使用的规定。

2. 如果房屋因学生/监护人/教职员的占用和使用导致需要维修，该学生/监护人/教职员应当按照租约中对房客的规定，按维修费用的 1.5 倍进行赔偿。

3. 学生/监护人/教职员应当遵守房东订立的交通和停车规则。

4. 家长应在课程结束后及时将学生接回。未及时接走的学生，如果由校方安全人员临时看护。半小时以内，家长应支付看护人员每 1 分钟\$5.00 看护费。超过半小时后，学校有权把未接走的学生送到附近警察局。

5. 如果任何人做出了不当行为，包括但不限于违反租约中的规定，违反学校的规章制度，或涉及犯罪行为，学校有权开除该违反者。

6. 学生/监护人/教职员承诺他们使用学校设施的目的仅限于学校课程和/或参与学校活动。任何人不得在学校区域内，包括停车场，进行任何商业活动，包括但不限于，派发传单，做广告，传销和/或贩卖商品。

## **Student/Guardian/Faculty Release and Waiver of Liability 学生/监护人/教职员的免责声明**

### **1. Release and Waiver of liability 免责声明**

I agree to release and forever waive, discharge, covenant not to sue the School, and its successors, assigns, directors, officers, employees, volunteers, and agents from any and all liability, claims, and demands of whatever kind or nature, including negligence of the School, resulting in personal injury, accident, illnesses, or property loss, either in law or in equity, which arise from the Student's/Guardian's/Faculty's participation of the School's activity and/or use of the School's facilities.

如果在学生/监护人/教职员参与学校活动和/或使用学校设施时产生的(包括因学校的疏忽而产生的)任何人身伤害、意外、疾病、或财产损失,我同意永久放弃、免除、不起诉学校及其继承人、受让人、董事、雇员、志愿者、和代理人的责任。

## **2. Assumption of Risk 风险承担**

I am fully aware that participating in the School's activities and using the School's facilities carries with certain inherent risks that cannot be eliminated regardless of the care taken by the School to avoid injuries, accidents, illnesses, or property loss. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

我已知悉参与学校活动和使用学校设施时的潜在风险,并清楚该风险不会因学校采取避免伤害、意外、疾病、和财产损失的手段而完全排除。**我在此承认我自愿参与学校的活动,我清楚并愿意承担因此而产生所有风险。**

## **3. Severability 效力独立条款**

The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any

portion thereof is held invalid, it is agreed that the other portion of this shall, notwithstanding, continue in full legal force and effect.

签名人同意此合同在纽约州法律范围内有效。如果部分条款无效，签名人同意其他部分的条例的效力保持不变。

**Student/Guardian/Faculty Acknowledgment 学生/监护人/教职员的确认**

I have received, read, understand, and agree to abide by this Agreement and other applicable laws and School policies and regulations governing the participation of the School's activities and the use of the School's facilities. I understand that any violation may result in, disciplinary action, expulsion (for student)/dismissal (for faculty), and/or appropriate legal actions. I further understand I am giving up substantial rights voluntarily and knowingly. I intend this Release to be a complete and unconditional release of all liability to the greatest extent allowed by law for the benefit of the School.

我收到，阅读，理解，并同意此合同，其他法律以及学校规章关于参与学校活动和使用学校设施的规定。我理解违反相关规定将可能导致纪律处分，开除，和/或 其他相适应的法律诉讼。我同时理解我将自愿放弃我的实质权利。在法律的允许下，我同意放弃该权利。

Student's/Guardian/Faculty's Name: \_\_\_\_\_ (please print)

Student's/Guardian/Faculty's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Parent or Legal Guardian Acknowledgment 监护人的确认**

If the student is under 18 years of age, a parent/guardian must also read and sign the agreement.

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Agreement. By signing this Agreement, I give permission for my child to participate in the School's activities and to use of School's facilities. I understand that any violation by my child may result in disciplinary action, expulsion, and/or appropriate legal actions against him. I agree to release from liability, indemnify, and hold harmless the School and School personnel for all claims, damages, and costs that may result from my child's participation of School's activities and use of School's facilities.

如果学生小于 18 岁，其家长/法定监护人应阅读此合同并签名。

作为以上学生的法定监护人，我阅读，理解，并同意我的孩子应遵守此合约规定。我同意允许我的孩子参与学校活动和使用学校设施。我理解如果我的孩子违反了合同内容，他可能会遭遇违纪处分，开除，和/或相适应的法律诉讼。我同意免除学校和学校教员就我的孩子参与学校活动和使用学校社会上而产生的责任与费用。

Guardian's Name: \_\_\_\_\_ (please print)

Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*中文翻译仅供参考，合同以英文版本为准。

## **Attachment**

*LEASE AGREEMENT Section 7*

*September 1, 2019-June 30, 2020*

*The Landlord and Tenant agree to lease the Leased Premises at the Rent and for the Term stated subject to the terms stated below:*

*Between North Colonie Central School District and Chinese Community Center of Capital District Chinese School*

### *7. Repairs, Alterations*

*a. Tenant must keep, and at the end of the Term, return the Leased Premises to the Landlord clean and in good order and repair. Tenant is not responsible for ordinary wear and tear or damage by the elements. However, Tenant is responsible for any costs associated with repairs made necessary by its actions or those of persons utilizing the Leased Premises as part of the Tenant's use of the Leased Premises. In the event that any repairs are required to be made to the Leased Premises as a result of Tenant's use thereof, Tenant will pay the District one and one half (1.5) times the cost or expense the District incurs, including without limitation the cost for the District's use of its own personnel, to make such repairs.*

*b. Landlord, in the normal course of its operations, shall be responsible for the repair or replacement of major systems of a structural, electrical, plumbing or heating/cooling nature as well as maintenance and repairs of the exterior of the building and the parking areas.*