

# Concord Middle School

*Community • Achievement • Lifelong Learning*

835/1231 Old Marlboro Road    Concord, MA 01742    Phone: 978.318.1380    FAX: 978.318.1392    <http://cms.concordps.org>

To Parent / Guardian of CMS 8th Grader:

On Thursday, December 19th the whole 8th grade is going to Boda Borg, for an exciting day of questing. The trip is part of our homeBASE program and is designed to promote teamwork, collaboration and strategy. Please visit the Boda Borg Web site to learn more about the experience students will be having. [Boda Borg Homepage](#).

## Schedule for the Day

Team Sky	Team Navy
<b>8:25:</b> Extended homeBASE	<b>8:25:</b> Extended homeBASE
<b>9:00:</b> Depart for BODA BORG by bus	<b>9:00:</b> Assembly
<b>10:00:</b> Quest at Boda Borg	<b>10:00:</b> Depart for Boda Borg
<b>11:45:</b> Return to CMS on bus	<b>11:00:</b> Bagged lunch at Boda Borg
<b>12:30:</b> Bagged lunch at CMS	<b>11:30:</b> Quest at Boda Borg
<b>1:00:</b> Assembly	<b>1:15:</b> Return to CMS on bus
<b>2:00:</b> Extended hB (team activity/reflection)	<b>2:00:</b> Extended hB (team activity/reflection)
<b>2:40:</b> Dismissal (as usual)	<b>2:40:</b> Dismissal (as usual)

## What Students Need for the Day:

- **\$15.00 check (made out to Concord Middle School) If possible, a check is best.**  
(Please reach out to Mr. Cameron if you would like a scholarship to cover this cost.)
- **BAGGED LUNCH**
- **SNEAKERS** (Otherwise, regular dress code rules apply)-

I give my student permission to go to BODA BORG, located at 90 Pleasant Street in Malden for a day of questing. I understand my student should come to school at the regular time; will travel to Boda Borg by school bus; and will return to school in time for regular dismissal.

Student Name: \_\_\_\_\_

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

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

**Please complete the back →**

**CONCORD PUBLIC SCHOOLS**  
**CONCORD-CARLISLE REGIONAL SCHOOL DISTRICT**

120 MERIAM ROAD, CONCORD, MA 01742  
[www.concordpublicschools.net/](http://www.concordpublicschools.net/)

PHONE: 978.341.2490

FAX: 978.318.1539

8th Grade Trip to BODA BORG (90 Pleasant Street in Malden, MA)  
Thursday, December 19, 2019

I, the undersigned \_\_\_\_\_ (parent or guardian) of \_\_\_\_\_  
(my child), a minor, do hereby consent to my child's participation in voluntary athletic, recreation or travel  
programs of the Concord Public Schools or the Concord Carlisle Regional School District.

I also agree to forever release the Concord Public Schools, the Concord Carlisle Regional School  
District,  
the School Committee, and all their employees, agents, board members, volunteers and any and all individuals  
and organizations assisting or participating in voluntary athletic, recreation or travel programs of the Concord  
Public Schools or the Concord Carlisle Regional School District from any and all claims, rights of action and  
causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal  
injuries to my child or property damage resulting from my child's participation in the Concord Public Schools or  
the Concord Carlisle Regional School District voluntary athletic, recreation or travel programs.

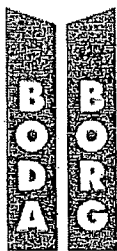
I also promise, to indemnify, defend, and hold harmless the releasees against any and all legal claims and  
proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or  
indirectly, arising from personal injuries to my child or property damage resulting from my child's participation in  
the Concord Public Schools or the Concord Carlisle Regional School District voluntary athletic, recreation or travel  
programs.

I further affirm that I have read this Consent and Release Form and that I understand the contents of  
this Form. I understand that my child's participation in these programs is voluntary and that my child and I are  
free to choose not to participate in said programs. By signing this Form, I affirm that I have decided to allow my  
child to participate in the Concord Public Schools or the Concord Carlisle Regional School District's athletic,  
recreation or travel programs with full knowledge that the Releasees will not be liable to anyone for personal  
injuries and property damage my child or I may suffer in voluntary Concord Public Schools or the Concord  
Carlisle Regional School District athletic, recreation or travel programs.

Signed: \_\_\_\_\_

Parent or Guardian of: \_\_\_\_\_

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



EXPERIENCE THE QUEST!

**VOLUNTARY WAIVER/RELEASE, DISCLOSURE/ACCEPTANCE OF RISKS, AND INDEMNITY AGREEMENT**

This document affects your legal rights. You must read and understand it before initialing and signing it.

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This document is **VALID AT THE NAMED BODA BORG LOCATION FOR ONE FULL YEAR (12 full months duration)** from the date of execution for both the signing adult and all minors named below. Do not sign this document, or indicate otherwise *by not putting a check mark* in the Document Duration section below, if your intent is that this document will be valid for only one visit for you and all of the below-named minors. Note: you agree, unless otherwise indicated in the Document Duration section below, that minors 12 years of age and older with valid waivers are allowed inside Boda Borg whether or not any supervising adult, including yourself, is present, at any time during the duration of this document.

**ONLY ONE ADULT MAY BE NAMED ON AND SIGN THIS DOCUMENT for herself/himself and on behalf of any minors named below, for whom the signing adult MUST BE A LEGAL GUARDIAN.**

For every person in your family that is going to participate, please list their names and dates of birth below. For participants that are younger than 18 years of age, a legal guardian must sign on behalf of the minor. If you have more than one minor participating, the legal guardian can execute this document on behalf of all of such minors.

**Note:** Only minors age 7 and above may participate in Boda Borg Questing activities in the USA.

Minors age 7 and 8 must be accompanied by an adult age 18 or above when inside the Quests in the USA.

Participant 1 - Print Name:	Participant 1 - Date of Birth:
Participant 2 - Print Name:	Participant 2 - Date of Birth:
Participant 3 - Print Name:	Participant 3 - Date of Birth:
Participant 4 - Print Name:	Participant 4 - Date of Birth:
Participant 5 - Print Name:	Participant 5 - Date of Birth:
Participant 6 - Print Name:	Participant 6 - Date of Birth:
Participant 7 - Print Name:	Participant 7 - Date of Birth:
Participant 8 - Print Name:	Participant 8 - Date of Birth:
Participant 9 - Print Name:	Participant 9 - Date of Birth:
Participant 10 - Print Name:	Participant 10 - Date of Birth:

I, the below-named person being eighteen or older in age, or the legal guardian of the above-named person(s) who is/are under 18, in consideration of the right to participate in certain recreational activities, and the services of Boda Borg Boston LLC hereby acknowledge, agree, promise, on behalf of myself, my heirs, assigns, personal representatives and estate, and/or the minor(s) identified above, as follows:

**DISCLOSURE OF RISKS:** The activities, experiences, and Quests which are involved in Boda Borg, are likely very different than anything which you or the minor(s), have ever experienced before. Boda Borg in some ways is reality-gaming, and you will encounter the unknown and unexpected. In getting to and going through the various rooms and Quests, each participant will encounter doors that open suddenly with no warning, uneven surfaces, holes in floors, slippery surfaces and objects, difficult to grip textures or objects, some unlit areas, low ceilings, narrow and/or long channels and tunnels, unusual or unfamiliar physical room structures, very loud sounds, very bright and flashing lighting, unfamiliar contraptions, smoke, smells, extreme temperature changes and atmospheres, and many other physically and mentally challenging structures and atmospheres, objects or courses, obstacles and experiences. Based

upon the unique and participatory nature of Boda Borg, there is a risk of physical and/or emotional injury, including, but not limited to sprains, strains, bumps, bruises, cuts, smashed body parts, head, neck, or back injuries, broken bones, paralysis, or, death. There exists the risk of a slip, trip, or fall leading to head or other serious injuries while engaging in the Questing activities, including while traversing Boda Borg corridors and social areas. These risks are not exhaustive, and they cannot be eliminated without fundamentally altering the unique experience involved.

Further, the rooms inside Boda Borg are not monitored by any camera or surveillance system. In the event of an emergency inside a Quest, the participants can utilize their cell phones or have a team member exit the Quest to seek help; however, each participant is advised that no one at Boda Borg is monitoring the Quests as they are on-going and there is typically no built-in means within a Quest to communicate outside of the Quest. Participants also select and/or agree to teammates with which to enter Boda Borg Quests, voluntarily and at their own individual and group risk, as behavior of individuals within a Quest cannot be controlled or predicted. Participants also do not typically wear protective gear at Boda Borg, and are not required to wear or provided protective gear, in general, by Boda Borg as this would fundamentally alter the unique reality-gaming experience involved. Therefore, participants agree to engage in Questing activities without protective gear voluntarily and at their own individual and group risk.

Questing can also be tiring, and is physically demanding. Each participant, and the signing legal guardian of minor participants, should know his or her and any minor's physical limitations, prior medical history, and current condition. If there is any health condition which could potentially be affected by strenuous physical and/or emotional activities and/or stress, then the participant should forego the Questing activities. Each participant should consult his or her physician if there is any question about the participant's ability to engage in the Questing activities, which should be considered rigorous. Some conditions that may impact a participant's ability to safely engage in the Questing activities could include pregnancy, current broken or fractured bones, high or low blood pressure, prior seizure disorder, or diagnosed/undiagnosed medical and mental conditions.

(Initials) By initialing here, I acknowledge that the foregoing risks and information have been disclosed to me, and the minor(s) upon whose behalf I execute this Agreement.

**ACCEPTANCE OF RISKS:** I UNDERSTAND AND ACCEPT the foregoing risks on behalf of myself and the minor(s), and agree that my participation, or on behalf of the minor(s), is purely voluntarily. I, on behalf of myself and the minor(s) listed, understand and accept the risks which may result in personal injury or wrongful death claims against Boda Borg Boston LLC, Boda Borg Corporation, Boda Borg Europe AB and each of their respective officers, directors, agents, and employees [hereinafter collectively referred to as Releasees], including: (1) those risks set forth above; (2) the acts, omissions or negligence in any degree of Releasees, or their agents or employees; (3) latent or apparent defects or conditions in equipment, property or the facilities provided by Releasees; (4) the unexpected behavior of co-participants, if any; and (5) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees.

I further understand that if I, or any of the minor(s) listed are injured, and require medical assistance, the cost of the same will be at the expense of myself and/or our medical insurer, and neither I, nor the minor(s) will seek the recovery of the same from Releasees.

(Initials) By initialing here, I acknowledge that I, on behalf of myself and/or the minor(s), fully accept the foregoing risks. I FURTHER ACKNOWLEDGE that the undersigned, and/or the minor(s): 1) are in good physical and mental health, and not suffering from any medical or emotional condition, disease or disablement; and 2) will not seek recovery of any medical expenses from Releasees if I and/or any of the minor(s) are injured. Further, I acknowledge that I am not purchasing or leasing the attraction/facilities, but rather, am being afforded a non-exclusive right to use the same. Additionally, I acknowledge that Releasees are providing recreational services.

**RELEASE:** I, for myself, my heirs, personal representatives, and the minor(s) identified above, voluntarily RELEASE and FOREVER DISCHARGE, and COVENANT NOT TO SUE Releasees, their employees and agents, as well as any owner of the property, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with the participation in the Boda Borg Questing activities, including, but specifically not limited to, any and all negligence or fault of Releasees (to any degree) and their agents or employees. This Release includes, and is not limited to, claims, actions or lawsuits for personal injury, wrongful death, survivor actions, and all other claims that could legally be made relating to injury, property damage or death.

(Initials) By initialing here, I agree for myself, my heirs and representatives, and/or the minor(s), to give up the legal rights identified, which include the right to file any lawsuit, whatsoever, for personal injury, wrongful death, survivor actions, and all other claims that could legally be made relating to injury, property damage or death.

**INDEMNITY:** I further agree, promise and covenant, TO HOLD HARMLESS AND TO INDEMNIFY Releasees from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage which may be filed by me or any of the minor(s) listed. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit which alleges that I or any of the minor(s) listed negligently or intentionally caused any injury, death or damage to participants or other third parties in the course of the participation in the Questing activities.

\_\_\_\_ (Initials) By initialing here, I agree to the foregoing terms of indemnity.

**RULES AND INSTRUCTIONS:** I, on behalf of myself, and/or the minor(s) listed above, agree to read and obey any and/or all written and oral rules, instructions and signs, during all times during the Questing activities.

\_\_\_\_ (Initials) By initialing here, I agree, for myself and/or the minor(s), to read and obey any and/or all written and oral rules, instructions and signs, during all times during the Questing activities.

**ELECTRONIC SIGNATURE:** I understand that by agreeing, and accepting the terms of this Agreement in an electronic format (on-line, via a website), the acknowledgement by me, to the terms hereof, will serve as, and have the same legal effect, as an actual signature of the document.

\_\_\_\_ (Initials) By initialing here, I agree to the foregoing terms of the Electronic Signature provision.

**ENTIRE AGREEMENT:** I understand that this is the entire Agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms. By signing this document, and making the initials above, I fully understand that it affects the legal rights of myself, my heirs, personal representatives, and/or the minor(s) set forth in this document. I further agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I agree for myself and the minor(s), that the terms and conditions herein will apply for each and every visit made, and any and all Questing activities at Boda Borg, for one full year (12 month duration) following the date of execution, unless otherwise indicated in the Document Duration section.

Do not sign this document, or indicate otherwise by *NOT* checking the Document Duration paragraph below, if your intent is that this document will be valid for only one (1) visit on, or following, the date of execution for you and/or each of the named minors.

Finally, I represent that I am the legal guardian of all minor(s), if any, listed above and have the legal capacity to execute this Agreement on behalf of the named minor(s).

### Document Duration

\_\_\_\_ [VALID FOR 12 MONTHS] By checking here, I indicate that this document is authorized as valid for twelve (12) full months, beginning as of the date of execution, for me and/or all minors named. You agree that minors 12 years of age and older named in this Agreement are allowed to participate in Questing activities at Boda Borg whether or not any supervising adult, including yourself, is present, at any time during the twelve (12) month duration of this document. If this option is checked, this waiver will also be valid during the first anniversary date of the original execution date, and will expire at midnight on that first anniversary date. Not checking here means that this document is valid for ONE VISIT ONLY, on or following the date of execution, for all parties named.

### Parent or Court-Appointed Legal Guardian Verification

Are you the Parent or Court-Appointed Guardian of all minors included on this waiver? By signing this waiver, you are attesting that you are either the Legal Parent or Court-Appointed Legal Guardian of ALL MINORS INCLUDED ON THIS WAIVER, if any minors are included.

You may be legally held liable if you sign this waiver and are not the Parent or Court-Appointed Legal Guardian of all minors included on this waiver.

Parent(s) or court-appointed legal guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

Adult and/or Parent or Legal Guardian's Name, Information, and Signature

I represent that I am the legal guardian of any minor(s) listed and have the legal capacity to execute this Agreement on behalf of the named minor(s).

Boda Borg Data Privacy Practices Disclosure

Boda Borg does not, under any circumstances other than those directly and legitimately required by law or otherwise stated, share or bundle any Guest information with any entity outside of the Boda Borg Group, or use Guest information for any purposes other than legitimate direct Boda Borg related marketing, in-house legal or safety matters, or in-house Guest administration matters, including data analysts. Suppliers such as Smartwaiver are subject to their own data privacy policies, and may also have automatic access to Guest data collected on their application platform. EU citizens under GDPR doctrine may request that Boda Borg locations outside of the EU remove personal identifying data at any time following the delivery of service, with the exception of legal-centric data (waivers and safety information).

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Please sign for yourself and the minor(s), if any are included, for which you are the legal guardian, one signature representing both you and the minor(s) unless otherwise indicated to sign separately.

First Name: \_\_\_\_\_  
Middle Initial: \_\_\_\_\_  
Last Name: \_\_\_\_\_  
Relationship (to minors): \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Country (if not USA): \_\_\_\_\_  
Phone (with area code): \_\_\_\_\_  
Email Address: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_